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Enriching Lives Through Effective And Caring Service



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Cynthia D. Banks
Director
Otto Solórzano
Chief Deputy

May 15, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

27 May 15, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

AGREEMENT WITH XAVUS SOLUTIONS LLC FOR COMMUNITY AND SENIOR CENTER AUTOMATION SOLUTION

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

Request Board approval of an agreement with Xavus Solutions LLC (Xavus) for the provision of a Community and Senior Center Automation Solution (Solution) to the Community and Senior Centers (Centers) of the Department of Community and Senior Services (CSS) to replace the existing manual data collection system.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of CSS to finalize and execute the Agreement with Xavus Solutions LLC, substantially similar to the attached Agreement, for a contract term commencing upon its execution by the Director of CSS and continuing for the Initial Term of three (3) years from the County's production use of the Solution with two (2) optional one-year extension periods and a maximum total County obligation of \$340,000 for the term of the Agreement.
2. Delegate authority to the Director of CSS (a) to exercise approval of the two (2) optional one-year term extensions and (b) to authorize the expenditure of pool dollars for optional work requested by County up to the maximum amount specified in the Agreement, both subject to the review and approval of the County Counsel.

3. Delegate authority to the Director of CSS to execute future amendments to add or change certain terms or conditions in the Agreement as required by the Board of Supervisors or Chief Executive Officer, subject to the review and approval of County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to allow CSS to enter into the Agreement with Xavus Solutions LLC for the implementation and maintenance of its Community and Senior Center Automation Solution that will replace the Department's manual data collection system.

The current legacy manual data collection system is outdated and limits the capability of CSS to accurately track provided services to consumers. Currently, Centers use pencil and paper sign-in sheets to collect data. Reporting counts are captured by doing hand counts of these paper sign-in sheets. Consumer information is kept on various types of index cards or in paper in boxes. Consumer tracking is entirely manual and requires searching of paper sign-in sheets and index cards to retrieve information. The Centers provide services to both the aging and general populations within the County. Some of those aging population Area Agency on Aging (AAA) services that could be claimed through State and federal funding streams are difficult to claim, as AAA services, in most cases, must be documented to an individual consumer.

Under the Agreement, Xavus will provide access to the Solution called "My Senior Center" via the web. This Solution will support all CSS Community and Senior Centers within the County. The system will also support real time status and tracking of consumers and events from all Centers. The system will use touch screens and plastic barcode cards and key fobs for consumers to scan their card and select from a touch screen in their own language the events that they are participating in at that time. Center staff will be able to collect remote events using portable memory scanners for later uploading to the system. Events, calendars and consumer information will be stored electronically within the system and retrieved to review participation history by any authorized staff. The system is configurable without custom programming. Additionally, the Solution includes direct consumer access through a web portal for consumers to make reservations for events or to sign up to be a consumer at any of the Centers within the County, from any internet location.

Implementation of Strategic Plan Goals

The recommendation is consistent with the principles of County Strategic Plan Goal #1 (Operational Effectiveness) to provide the public with easy access to quality information and services that are both beneficial and responsive. In addition, this Agreement is consistent with CSS' objectives for increasing the efficiency and effectiveness of departmental programs through expanded information technology and communications. The automation of Community and Senior Centers is included in the Department's Business Automation Plan (BAP).

FISCAL IMPACT/FINANCING

The maximum total County obligation for the term of the Agreement (Contract Sum) is \$340,000, which is funded through, the Older Americans Act grant funds received from the California Department of Aging. The Contract Sum includes a maximum of \$195,400 for required services during the Initial Term, \$100,200 for required services during the two (2) optional extension years (Extended Term) and \$44,400 (approximately 15% of required services) allocated as pool dollars for optional work to be provided by Xavus upon County's request during the term of the Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Agreement with Xavus Solutions LLC will become effective upon its execution by the Director of CSS (Effective Date) and will continue for the Initial Term of three (3) years from the County's production use of the Solution, with optional two (2) one-year extension periods (Extended Term) at the delegated discretion of the CSS Director. Pursuant to the projected Solution implementation plan, the Solution should reach the production use within approximately four (4) months from the Effective Date.

The Agreement contains all the latest Board mandated provisions, such as the Federal Earned Income Tax Credit, Consideration of GAIN/GROW Program Participants for Employment, Compliance with Jury Service Program, Defaulted Property Tax Reduction Program, Safely Surrendered Baby Law and Prohibition against Assignment and Delegation. In addition, Xavus Solutions LLC is required to notify the County when the Agreement term is within six (6) months from expiration and when it has reached seventy-five percent (75%) of the authorized maximum Contract Sum.

The Agreement also contains all applicable information technology provisions to protect the County in the event of Xavus' delayed or deficient performance and/or breach of warranties, including system warranties, intellectual property indemnification and deliverable payment withholds.

This Agreement has been reviewed and approved as to form by County Counsel. The Chief Information Office (CIO) concurs with CSS' recommendations (see attached CIO Analysis). The Chief Executive Office's (CEO) Risk Management Branch has reviewed and concurs with the provisions relating to insurance and indemnification.

CONTRACTING PROCESS

On January 12, 2012, CSS released a Request for Proposals (RFP) for Community and Senior Center Automation Solution. Four (4) companies which, based on County's research, provided community and senior center software solution were notified via direct e-mail of the RFP. Additionally, the RFP document was posted as a contracting opportunity announcement on the County's "Doing Business with Us" website and the CSS Contracting Portal in addition to the required advertisement, resulting in inquiries by three (3) more companies.

Vendor Selection Process

Four (4) companies responded by the February 13, 2012 RFP submission deadline, with one company declining to submit a proposal and three (3) submitting proposals. In compliance with Board Policy 5.054 County's Evaluation Methodology for Proposals and 5.055 Services Contract Solicitation Protest guidelines and procurement protocols, an evaluation committee, consisting of CSS staff from various divisions, performed a detailed assessment and evaluation of the proposals. It was determined by the evaluation committee that two (2) of the three (3) proposals received met the County's minimum requirements and had the capability of providing the required work.

In accordance with County guidelines, a disqualification letter was sent on February 21, 2012 to the company that did not meet the minimum requirements of the RFP. The letter detailed the specific reason(s) for the disqualification and included the information for a disqualification review and the appropriate transmittal form for requesting a review. The disqualified company did not request a disqualification review.

The Evaluation Committee recommended Xavus Solutions LLC for award based on the highest overall evaluation score. As part of its proposal, Xavus also accepted all of the terms and conditions included in the Required Agreement attached to the RFP. The non-selected proposer was notified per County guidelines on March 6, 2012 and did not request a debriefing.

This Agreement is not a Proposition A contract and is, therefore, not subject to the requirements of the Living Wage Program (County Code Chapter 2.201).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The use of the Solution is expected to result in increased efficiency and accuracy of tracking consumers and event participation in CSS Community and Senior Centers. Additionally, an increase in AAA funding from services provided by the centers is expected. Full system implementation is targeted for September 2012.

It is also expected that the selected Solution will allow more consumers to take advantage of Center activities. Accuracy of reporting and the ability to track consumers in multiple activities will greatly assist management in developing events and programs that benefit both the community and the aging population within the County. Web reservations for activities and consumer self-intake via the web to become a Center consumer, bring greater internet visibility of the Centers activities to the public view. Almost all manual processes for recording and reporting in Centers will be automated.

CONCLUSION

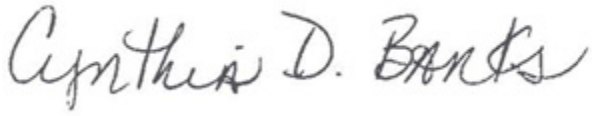
Upon your Board's approval, it is requested that the Executive Officer, Board of Supervisors, return three (3) adopted stamped Board letters to Community and Senior Services to Carol Domingo via email at: cdomingo@css.lacounty.gov.

The Honorable Board of Supervisors

5/15/2012


Page 5

Respectfully submitted,



CYNTHIA D. BANKS

Director

Reviewed By:


RICHARD SANCHEZ

Chief Information Officer

CDB:OS:FED

Enclosures

c: County Counsel
Auditor-Controller
Executive Officer, Board of Supervisors
Chair, Information Systems Commission
Director, Internal Services Department

**LOS ANGELES COUNTY
COMMUNITY AND SENIOR SERVICES**



**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
XAVUS SOLUTIONS LLC
FOR
COMMUNITY AND SENIOR CENTER
AUTOMATION SOLUTION**

MAY 2012

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EXHIBITS

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Attachment A.2 System Configuration

Attachment A.3 Baseline Application

Attachment A.4 Client Environment Specifications

Attachment A.5 Community and Senior Centers

Exhibit B Pricing Schedule

Schedule B.1 Optional Work Schedule

Exhibit C Project Schedule

Exhibit D Service Level Agreement

Schedule D.1 Network Data Classification Standard

Schedule D.2 IT Confidentiality and Acceptable Use Policies

Exhibit E Administration of Agreement

Exhibit F Confidentiality and Assignment Agreement

Exhibit G Contractor's EEO Certification

Exhibit H Jury Service Program

Exhibit I Safely Surrendered Baby Law

Exhibit J Request for Proposals (incorporated by reference)

Exhibit K Contractor's Proposal (incorporated by reference)

Exhibit L Source Code Escrow Agreement (incorporated by reference)

This Agreement (hereinafter "Agreement") is entered into this _____ day of May, 2012 by and between the County of Los Angeles, a political subdivision of the State of California (hereinafter "County") and Xavus Solutions LLC (hereinafter Contractor") (hereinafter collectively also the "parties").

RECITALS

WHEREAS, Contractor is qualified by reason of experience, preparation, equipment, organization, qualifications and staffing to provide to County the work contemplated by this Agreement; and

WHEREAS, County, by and through its Community and Senior Services Department, is authorized by, inter alia, California Government Code sections 26227 and 31000 to contract for goods and services, including the work contemplated herein; and

WHEREAS, County issued a Request for Proposals (RFP) for the provision and maintenance of the Community and Senior Center Automation Solution; and

WHEREAS, Contractor has submitted a proposal to County for the provision and maintenance of the Solution, based on which Contractor has been selected for recommendation for award of this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein and for good and valuable consideration, County and Contractor agree as follows:

1. APPLICABLE DOCUMENTS

1.1 INTERPRETATION

The provisions of this Agreement (hereinafter "Base Agreement"), along with Exhibits A, B, C, D, E, F, G, H and I including all Attachments and Schedules thereto, attached hereto, and Exhibits J, K and L (if any), not attached hereto, all described in this Paragraph 1.1 below and incorporated herein by reference, collectively form and throughout and hereinafter are referred to as the "Agreement". In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule or the contents or description of any task, subtask, deliverable, goods, service or other work, or otherwise, between this Base Agreement and the Exhibits, Attachments and Schedules or between the Exhibits, Attachments and Schedules, such conflict or inconsistency shall be resolved by giving precedence first to this Base Agreement, and then to the Exhibits, Attachments and Schedules according to the following descending priority:

Exhibit A – Statement of Work

Attachment A.1 – System Requirements

Attachment A.2 – System Configuration

Attachment A.3 – Baseline Application

Attachment A.4 – Client Environment Specifications

Attachment A.5 – Community and Senior Centers

Exhibit B – Pricing Schedule

Schedule B.1 – Optional Work Schedule

Exhibit C – Project Schedule

Exhibit D – Service Level Agreement

Schedule D.1 – Network Data Classification Standard

Schedule D.2 – IT Confidentiality and Acceptable Use Agreement

- Exhibit E – Administration of Agreement
- Exhibit F – Confidentiality and Assignment Agreement
- Exhibit G – Contractor's EEO Certification
- Exhibit H – Jury Service Program
- Exhibit I – Safely Surrendered Baby Law
- Exhibit J – Request for Proposals (incorporated by reference)
- Exhibit K – Contractor's Proposal (incorporated by reference)
- Exhibit L – Source Code Escrow Agreement (incorporated by reference)

1.2 ENTIRE AGREEMENT

This Base Agreement, together with the Recitals and all Exhibits, Attachments and Schedules (collectively referred to herein as "Agreement"), as further defined in Paragraph 1.1 (Interpretation) above, constitutes the complete and exclusive statement of understanding between the parties and supersedes all previous and contemporaneous agreements, whether written or oral, and any and all communications and negotiations between the parties relating to the subject matter of this Agreement.

1.3 DEFINITIONS

The terms and phrases in this Paragraph 1.3 in quotes and with initial letter capitalized, where applicable, whether singular or plural, shall have the particular meanings set forth below whenever such terms are used in this Agreement.

1.3.1 AAA

The term "AAA" shall have the meaning specified in Section 1.4 (Definitions) of Exhibit A (Statement of Work).

1.3.2 ACCEPTANCE

The term "Acceptance" shall mean County's written approval of any tasks, subtasks, deliverables, goods, services or other Work, including System Tests, provided by Contractor to County pursuant to this Agreement.

1.3.3 ADDITIONAL APPLICATIONS

The term "Additional Application(s)" shall mean Additional Software of Contractor, including licenses for additional software, products, third party software and any other software tools or modules, and related Documentation, that Contractor may provide as part of Application Software following Go-Live upon County's request therefor in accordance with Paragraph 5.4 (Optional Work) and Task 10 (Optional Work) of Exhibit A (Statement of Work), which will update Schedule B.1 (Optional Work). Once accepted and approved by County, Additional Applications shall become part of, and be deemed, Application Software for the purpose of this Agreement.

1.3.4 ADDITIONAL CUSTOMIZATIONS

The term "Additional Customization(s)" shall mean configurations and any other customizations of Application Software, and related Documentation that Contractor may provide following Go-Live upon County's request therefor as Software Modifications in

accordance with Paragraph 5.4 (Optional Work) and Task 10 (Optional Work) of Exhibit A (Statement of Work), which will update Schedule B.1 (Optional Work). Once accepted and approved by County, Additional Customizations shall become part of, and be deemed, Application Software for the purpose of this Agreement.

1.3.5 ADDITIONAL HARDWARE

The term “Additional Hardware” shall mean the hardware and other equipment, and related Documentation, that Contractor may provide as part of Optional Work following Go-Live upon County’s request therefor.

1.3.6 ADDITIONAL INTERFACES

The term “Additional Interface(s)” shall mean Interfaces, and related Documentation, that Contractor may provide following Go-Live upon County’s request therefor as Software Modifications in accordance with Paragraph 5.4 (Optional Work) and Task 10 (Optional Work) of Exhibit A (Statement of Work), which will update Schedule B.1 (Optional Work). Once accepted and approved by County, Additional Interfaces shall become part of, and be deemed, Application Software for the purpose of this Agreement.

1.3.7 ADDITIONAL LICENSES

The term “Additional License(s)” shall mean additional Licenses for Application Software, and related Documentation, that Contractor may provide following Go-Live upon County’s request therefor in accordance with Paragraph 5.4 (Optional Work) and Task 10 (Optional Work) of Exhibit A (Statement of Work), which will update Schedule B.1 (Optional Work). Once accepted and approved by County, Additional Licenses shall become part of, and be deemed, Application Software for the purpose of this Agreement.

1.3.8 ADDITIONAL PRODUCTS

The term “Additional Product(s)” shall mean any item of Additional Software or Additional Hardware, and related Documentation, that Contractor may provide as part of Optional Work following Go-Live upon County’s request therefor.

1.3.9 ADDITIONAL SOFTWARE

The term “Additional Software” shall mean Additional Applications and Additional Licenses that are part of Application Software, and related Documentation, that Contractor may provide following Go-Live upon County’s request therefor in accordance with Paragraph 5.4 (Optional Work) and Task 10 (Optional Work) of Exhibit A (Statement of Work), which will update Schedule B.1 (Optional Work). Once accepted and approved by County, Additional Software shall become part of, and be deemed, Application Software for the purpose of this Agreement.

1.3.10 ADDITIONAL TRAINING

The term “Additional Training” shall mean the Training regarding the Solution, which Contractor may provide following Go-Live upon County’s request therefor as Professional Services in accordance with Paragraph 5.4 (Optional Work) and Task 10 (Optional Work) of Exhibit A (Statement of Work), which will update Schedule B.1 (Optional Work).

1.3.11 AMENDMENT

The term “Amendment” shall have the meaning specified in Paragraph 4 (Changes Notices and Amendments).

1.3.12 ANNUAL FEES

The term “Annual Fee(s)” shall mean and include annual Maintenance Fees to be paid by County to Contractor for System Maintenance for Maintenance Periods commencing upon Final Acceptance in accordance with the terms of this Agreement, including Exhibit B (Pricing Schedule).

1.3.13 APPLICATION MODIFICATIONS

The term “Application Modification(s)” shall mean Software Modifications, Additional Software, Updates and any Replacement Products, and related Documentation, that may be provided by Contractor to County under this Agreement. Once accepted and approved by County, Application Modifications shall become part of, and be deemed, Application Software for the purpose of this Agreement.

1.3.14 APPLICATION SOFTWARE

The term “Application Software” shall mean all Baseline Application, Interfaces and Applications Modifications, including Server Application and Client Application, and related Documentation, provided by Contractor to County as part of the Solution in accordance with the terms of this Agreement.

1.3.15 BASE AGREEMENT

The term “Base Agreement” shall have the meaning specified in Paragraph 1.1 (Interpretation) above.

1.3.16 BASELINE APPLICATION

The term “Baseline Application” shall mean Core Application, Third Party Application, Baseline Customizations and Baseline Interfaces, and related Documentation, implemented by Contractor pursuant to this Agreement as part of the Implementation Services in order to meet the System Requirements.

1.3.17 BASELINE CUSTOMIZATIONS

The term “Baseline Customization(s)” shall mean the customizations to the Core Application, and related Documentation, provided by Contractor upon County’s election in order for the Solution to meet all of the System Requirements selected by County.

1.3.18 BASELINE INTERFACES

The term “Baseline Interface(s)” shall mean Interfaces, and related Documentation, provided by Contractor pursuant to this Agreement as part of the Baseline Application, which shall meet some or all of the System Requirements.

1.3.19 BOARD OF SUPERVISORS; BOARD

The terms “Board of Supervisors” and “Board” shall mean County’s Board of Supervisors, which is the governing body of County.

1.3.20 BUSINESS DAY

The term “Business Day” shall mean any day of eight (8) working hours from 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday, excluding County observed holidays.

1.3.21 BUSINESS HOURS

The term “Business Hours” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

- 1.3.22 CENTER
The term “Center” shall mean any one of County’s Community and Senior Centers.
- 1.3.23 CHANGE NOTICE
The term “Change Notice” shall have the meaning specified in Paragraph 4 (Changes Notices and Amendments).
- 1.3.24 CLIENT
The term “Client” shall mean all drivers, software, hardware and other tools provided by County as part of the System for the Solution.
- 1.3.25 CLIENT APPLICATION
The term “Client Application” shall mean the Application Software residing in the Client Environment.
- 1.3.26 CLIENT ENVIRONMENT
The term “Client Environment” shall mean the client environment for the Solution, including Client Software and Client Hardware, provided by County in accordance with Contractor’s specifications.
- 1.3.27 CLIENT HARDWARE
The term “Client Hardware” shall mean the hardware and other equipment, including workstations, provided by County in accordance with Contractor’s specifications.
- 1.3.28 CLIENT SOFTWARE
The term “Client Software” shall mean the software and other products provided by County as part of the Client Environment in accordance with Contractor’s specifications, including operating software and County Software.
- 1.3.29 COMMUNITY AND SENIOR CENTER AUTOMATION SOLUTION; CSCAS
The terms “Community and Senior Center Automation Solution” and “CSCAS” shall have the same meaning as the term “Solution”.
- 1.3.30 CONFIDENTIAL INFORMATION
The term “Confidential Information” shall mean any data or information, in any format, and includes sensitive financial information, any County data and any other information otherwise deemed confidential by County or by Contractor or by applicable Federal, State or local law, as further specified in Paragraph 18 (Confidentiality and Security).
- 1.3.31 CONSULTING SERVICES
The term “Consulting Services” shall mean Professional Services that Contractor may provide following Go-Live upon County’s request therefor in accordance with Paragraph 5.4 (Optional Work) and Task 10 (Optional Work) of Exhibit A (Statement of Work), which will update Schedule B.1 (Optional Work).
- 1.3.32 CONTRACT SUM
The term “Contract Sum” shall mean the total monetary amount payable by County to Contractor hereunder, as set forth in Paragraph 8.1 (Maximum Contract Sum). The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor.

- 1.3.33 CONTRACTOR
The term “Contractor” shall have the meaning specified in the Recitals to the Agreement.
- 1.3.34 CONTRACTOR KEY PERSONNEL
The term “Contractor Key Personnel” shall have the meaning specified in Paragraph 3.1 (Contractor Administration).
- 1.3.35 CONTRACTOR KEY STAFF
The term “Contractor Key Staff” shall have the meaning specified in Paragraph 3.3 (Approval of Contractor’s Staff).
- 1.3.36 CONTRACTOR’S PROJECT DIRECTOR
The term “Contractor’s Project Director” shall have the meaning specified in Paragraph 3.2.1 (Contractor’s Project Director).
- 1.3.37 CONTRACTOR’S PROJECT EXECUTIVE
The term “Contractor’s Project Executive” shall be the person designated as such in Section 2 (Contractor Key Personnel) of Exhibit E (Administration of Agreement).
- 1.3.38 CONTRACTOR’S PROJECT MANAGER
The term “Contractor’s Project Manager” shall have the meaning specified in Paragraph 3.2.2 (Contractor’s Project Manager).
- 1.3.39 CORE APPLICATION
The term “Core Application” shall mean software and other tools, and related Documentation, provided by Contractor pursuant to this Agreement as part of the Baseline Application, which shall meet some or all of the System Requirements.
- 1.3.40 COTS
The term “COTS” shall have the meaning specified in Section 1.4 (Definitions) of Exhibit A (Statement of Work).
- 1.3.41 COUNTY
The term “County” shall mean the County of Los Angeles, California, including its Department of Community and Senior Services.
- 1.3.42 COUNTY KEY PERSONNEL
The term “County Key Personnel” shall have the meaning specified in Paragraph 2.1 (County Administration).
- 1.3.43 COUNTY MATERIALS
The term “County Materials” shall have the meaning specified in Paragraph 16.1 (County Materials).
- 1.3.44 COUNTY SOFTWARE
The term “County Software” shall mean any County software installed and utilized by County in the System Environment.

1.3.45 COUNTY’S PROJECT DIRECTOR

The term “County’s Project Director” shall have the meaning specified in Paragraph 2.2.1 (County’s Project Director).

1.3.46 COUNTY’S PROJECT MANAGER

The term “County’s Project Manager” shall have the meaning specified in Paragraph 2.2.2 (County’s Project Manager).

1.3.47 CSS

The term “CSS” shall mean County’s Department of Community and Senior Services.

1.3.48 CRITICAL DEFICIENCY

The term “Critical Deficiency” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.49 CUSTOMER SUPPORT

The term “Customer Support” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.50 CUSTOMIZATIONS

The term “Customization(s)” shall mean the Customizations to the Core Application, and related Documentation, which may be provided by Contractor during the term of the Agreement upon County’s election in order for the Solution to meet all of the System Requirements selected by County.

1.3.51 DATA MIGRATION

The term “Data Migration” shall mean Migration of Existing Data as part of Implementation Services, as further specified in Section 1.4 (Definitions) of Exhibit A (Statement of Work).

1.3.52 DATA MIGRATION PLAN

The term “Data Migration Plan” shall have the meaning specified in Section 1.4 (Definitions) of Exhibit A (Statement of Work).

1.3.53 DATA MIGRATION TEST

The term “Data Migration Test” shall mean the System Test to test Migration of Existing Data conducted by Contractor pursuant to Subtask 4.2 (Develop and Test Data Migration Methods) of Exhibit A (Statement of Work).

1.3.54 DATA WAREHOUSE

The term “Data Warehouse” shall have the meaning specified in Section 1.4 (Definitions) of Exhibit A (Statement of Work).

1.3.55 DAY

The term “Day” shall mean calendar day and not Business Day.

1.3.56 DEFICIENCY; DEFICIENCIES

The terms “Deficiency” and “Deficiencies”, whether singular or plural, shall mean any of the following: any malfunction, error or defect in the design, development, implementation, materials, and/or workmanship; any failure to meet or comply with or deviation from System Requirements, Specifications, County approved deliverables, any published and/or mutually

agreed upon standards or any other representations or warranties by Contractor under the Agreement regarding the Solution; and/or any other problem which results in the Solution, or any component thereof, not performing in compliance with the provisions of this Agreement, including but not limited to the Specifications and System Requirements.

1.3.57 DELIVERABLE; DELIVERABLE

The terms “Deliverable” and “deliverable” shall mean items and/or services provided or to be provided by Contractor under this Agreement, including numbered Deliverable(s) in Exhibit A (Statement of Work).

1.3.58 DEPARTMENT

The term “Department” shall mean County’s Department of Community and Senior Services.

1.3.59 DIRECTOR

The term “Director” shall mean the Director of CSS.

1.3.60 DISASTER

The term “Disaster” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.61 DISASTER RECOVERY PLAN

The term “Disaster Recovery Plan” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.62 DISABLING DEVICE

The term “Disabling Device” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.63 DISASTER RECOVERY

The term “Disaster Recovery” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.64 DISASTER RECOVERY PLAN

The term “Disaster Recovery Plan” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.65 DISPUTE RESOLUTION PROCEDURE

The term “Dispute Resolution Procedure” shall mean and refer to the provisions of Paragraph 53 (Dispute Resolution Procedure) describing the procedure for resolving the disputes arising under or with respect to this Agreement.

1.3.66 DOCUMENTATION

The term “Documentation” shall mean any and all written and electronic materials provided or made available by Contractor under this Agreement, including, but not limited to, documentation relating to software specifications and functions, training course materials, Specifications including System Requirements, technical manuals, handbooks, flow charts, technical information, reference materials, user manuals, operating manuals, quick reference guides, FAQs, and all other instructions and reference materials relating to the capabilities, operation, installation and use of the Solution and/or applicable components.

- 1.3.67 DOWNTIME
The term “Downtime” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).
- 1.3.68 DUE DATE
The term “Due Date” shall mean the due date for the completion of any Deliverable in the Project Schedule.
- 1.3.69 EFFECTIVE DATE
The term “Effective Date” shall mean the date of execution of this Agreement by County and the authorized representative(s) of Contractor.
- 1.3.70 EXISTING DATA
The term “Existing Data” shall mean the data of any of County’s existing systems to be migrated and/or converted by Contractor as part of Implementation Services in accordance with Exhibit A (Statement of Work).
- 1.3.71 EXTENDED TERM
As used herein, the term “Extended Term” shall have the meaning specified in Paragraph 7.2 (Extended Term).
- 1.3.72 EXTERNAL DATA
The term “External Data” shall mean the data of any of Interfaced Systems, exported from or migrated or imported into the Solution by an Interface or as part of Implementation Services.
- 1.3.73 FINAL ACCEPTANCE
The term “Final Acceptance” shall mean County’s written approval in accordance with the terms of this Agreement of Deliverable 8.4 (Final Acceptance) of Exhibit A (Statement of Work).
- 1.3.74 FINAL ACCEPTANCE DATE
The term “Final Acceptance Date” shall mean the date of Final Acceptance.
- 1.3.75 FINAL USER ACCEPTANCE TEST; FINAL UAT
The terms “Final User Acceptance Test” and “Final UAT” shall have the meaning specified in Section 1.4 (Definitions) of Exhibit A (Statement of Work) .
- 1.3.76 FIRST LEVEL SUPPORT
The term “First Level Support” shall have the meaning specified in Section 1.4 (Definitions) of Exhibit A (Statement of Work).
- 1.3.77 FIXED HOURLY RATE
The term “Fixed Hourly Rate” shall mean the hourly rate as specified in Exhibit B (Pricing Schedule) for Professional Services and Software Modifications, as applicable, that Contractor may provide following Go-Live upon County’s request therefor in the form of Optional Work.

- 1.3.78 GO-LIVE
The term “Go-Live” shall mean the point at which the Solution will be activated and in use in the live Production Environment by County, following County’s approval of Deliverable 8.3 (Go-Live) of Exhibit A (Statement of Work).
- 1.3.79 GO-LIVE DATE
The term “Go-Live Date” shall have the meaning specified in Section 1.4 (Definitions) of Exhibit A (Statement of Work) .
- 1.3.80 IMPLEMENTATION COST
The term “Implementation Cost” shall mean the fees for the cost of Implementation Services, as specified in Exhibit B (Pricing Schedule).
- 1.3.81 IMPLEMENTATION PERIOD
The term “Implementation Period” shall have the meaning specified in Section 1.4 (Definitions) of Exhibit A (Statement of Work).
- 1.3.82 IMPLEMENTATION SERVICES
The term “Implementation Services” mean System Environment setup, Application Software installation, Data Migration, System Tests, System Training and other Work to be provided by Contractor as part of the Solution implementation pursuant to Exhibit A (Statement of Work) up to and including Final Acceptance.
- 1.3.83 INITIAL TERM
The term “Initial Term” shall have the meaning specified in Paragraph 7.1 (Initial Term).
- 1.3.84 INTERFACED SYSTEM
The term “Interfaced System” shall mean any system interfaced with the Solution as part of the System, including where County Software resides.
- 1.3.85 INTERFACES
The term “Interface(s)” shall mean the set of software mechanisms, consisting of Baseline Interfaces and Additional Interfaces, which may be provided by Contractor under this Agreement, which allow the transfer of electronic data and/or software commands between computer systems, networks, applications or modules, and related Documentation.
- 1.3.86 KEY DELIVERABLE
The term “Key Deliverable” shall mean a Deliverable marked as such on Exhibit C (Project Schedule).
- 1.3.87 LICENSE
The term “License” shall have the meaning specified in Paragraph 10.2 (License).
- 1.3.88 LOW DEFICIENCY
The term “Low Deficiency” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).
- 1.3.89 MAINTENANCE FEES
The term “Maintenance Fee(s)” shall mean and include the fees to be paid by County to Contractor for the provision of System Maintenance, including Maintenance Services and

Support Services, in accordance with the terms of this Agreement, including Exhibit B (Pricing Schedule).

1.3.90 MAINTENANCE PERIOD

The term “Maintenance Period” shall have the meaning specified in Section 1.4 (Definitions) of Exhibit A (Statement of Work).

1.3.91 MAINTENANCE SERVICES

The term “Maintenance Services” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.92 MAJOR DEFICIENCY

The term “Major Deficiency” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.93 MAXIMUM FIXED PRICE

The term “Maximum Fixed Price” shall mean the maximum amount to be paid by County to Contractor for any Optional Work approved by County to be provided by Contractor in accordance Paragraph 5.4 (Optional Work) of Exhibit A (Statement of Work).

1.3.94 MILESTONE

The term “Milestone” shall mean a Deliverable marked as such on the Project Schedule or considered as a milestone by County.

1.3.95 MINIMUM REQUIREMENTS

The term “Minimum Requirements” shall mean and refer to the minimum requirements specified in the RFP that Contractor had to have met in order to be evaluated and ultimately selected as Contractor to provided Work under the Agreement.

1.3.96 MODERATE DEFICIENCY

The term “Moderate Deficiency” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.97 MONTHLY FEES

The term “Monthly Fee(s)” shall mean 1/12th of the Annual Fee.

1.3.98 OFF-BUSINESS HOURS

The term “Off-Business Hours” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.99 OPTIONAL WORK

The term “Optional Work” shall mean Application Modifications, Professional Services and/or Additional Products that may be provided by Contractor to County following Go-Live upon County’s request and approval in accordance with Task 10 (Optional Work) of Exhibit A (Statement of Work) and identified appropriately in Schedule B.1 (Optional Work).

1.3.100 PEAK PERIOD

The term “Peak Period” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

- 1.3.101 POOL DOLLARS
- The term “Pool Dollars” shall mean the maximum amount allocated under this Agreement for the provision by Contractor of Optional Work, including Application Modifications, Professional Services and Additional Products approved by County in accordance with the terms of this Agreement.
- 1.3.102 PRICING SCHEDULE
- The term “Pricing Schedule” shall mean prices for Deliverables, rates and other fees identified as Exhibit B (Pricing Schedule) with all Schedules thereto.
- 1.3.103 PRIORITY LEVEL
- The term “Priority Level” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).
- 1.3.104 PRODUCTION ENVIRONMENT
- The term “Production Environment” shall mean the System Environment set up by Contractor for Production Use of the Solution as part of Implementation Services pursuant to Exhibit A (Statement of Work).
- 1.3.105 PRODUCTION USE
- The term “Production Use” shall mean the actual use of the Solution in the Production Environment for the performance of County’s operations commencing upon Go-Live.
- 1.3.106 PROFESSIONAL SERVICES
- The term “Professional Service(s)” shall mean Consulting Services and/or Additional Training that Contractor may provide following Go-Live upon County’s request therefor in the form of Optional Work in accordance with Paragraph 5.4 (Optional Work) and Task 10 (Optional Work) of Exhibit A (Statement of Work).
- 1.3.107 PROJECT PLAN
- The term “Project Plan” shall mean the detailed plan for Implementation Services to be provided by Contractor to County, as further specified in Section 1.4 (Definitions) of Exhibit A (Statement of Work).
- 1.3.108 PROJECT SCHEDULE
- The term “Project Schedule” shall mean the agreed upon timeline for Implementation Services Tasks, Subtasks and Deliverables specified in Exhibit A (Statement of Work), as identified as Exhibit C (Project Schedule).
- 1.3.109 RELEASE CONDITIONS
- As used herein, the term “Release Condition(s)” shall have the meaning set forth in Paragraph 10.3.3 (Source Code Release Conditions).
- 1.3.110 REPLACEMENT PRODUCT
- The term “Replacement Product” shall have the meaning set forth in Paragraph 112.3 (Continuous Product Support).
- 1.3.111 REQUEST FOR PROPOSALS; RFP
- The terms “Request for Proposals” and “RFP” shall mean County’s Request for Proposals incorporated into this Agreement as Exhibit J.

1.3.112 RESPONSE TIME

The terms “Response Time” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.113 RESPONSE TIME BASELINE

The term “Response Time Baseline” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.114 RESPONSE TIME DEFICIENCY

The term “Response Time Deficiency” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.115 SANDBOX

The term “Sandbox” shall mean non-production System Environment set up by Contractor pursuant to Exhibit A (Statement of Work) for Training and testing, as further specified in Section 1.4 (Definitions) of Exhibit A (Statement of Work)

1.3.116 SCHEDULED DOWNTIME

The term “Schedule Downtime” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.117 SCOPE OF WORK

The term “Scope of Work” shall mean the scope of Optional Work agreed by the parties to be provided as Optional Work.

1.3.118 SELF ESCROW

As used herein, the term “Self Escrow” shall have the meaning specified in Paragraph 10.3.1 (Source Code Escrow).

1.3.119 SERVER APPLICATION

The term “Server Application” shall mean the Application Software residing in the Server Environment.

1.3.120 SERVER ENVIRONMENT

The term “Server Environment” shall mean the architectural and operational environment of the Solution as part of the System, and related Documentation, including Server Software and Server Hardware.

1.3.121 SERVER HARDWARE

The term “Server Hardware” shall mean the hardware and other equipment, and related Documentation, including networking, provided by Contractor as part of the Solution.

1.3.122 SERVER SOFTWARE

The term “Server Software” shall mean the software and other products provided by Contractor as part of the Server Environment, including operating software and database software.

1.3.123 SERVICE CREDITS

The term “Service Credits” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.124 SERVICE LEVEL AGREEMENT

The term “Service Level Agreement” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.125 SERVICES

The term “Services” shall mean Implementation Services, Maintenance Services, Support Services and any services that may be part of Optional Work provided by Contractor under this Agreement.

1.3.126 SEVERE DEFICIENCY

The term “Severe Deficiency” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.127 SOFTWARE MODIFICATIONS

The term “Software Modification(s)” shall mean Additional Customizations and Additional Interfaces, and related Documentation, that Contractor may provide following Go-Live upon County’s request therefor as Application Modifications in accordance with Paragraph 5.4 (Optional Work) and Task 10 (Optional Work) of Exhibit A (Statement of Work), which will update Schedule B.1 (Optional Work).

1.3.128 SOLUTION

The term “Solution” shall mean the combination of the software, hardware, hosting services, maintenance, technical support and other work, including all Application Software, Solution Data, Server Environment, Third Party Products and related Services, provided by Contractor to County in accordance with the terms of this Agreement.

1.3.129 SOLUTION DATA

The term “Solution Data” shall mean the data utilized by the Solution.

1.3.130 SOLUTION SOFTWARE

The term “Solution Software” shall mean all Application Software, Server Software and Updates thereto, and related Documentation, provided by Contractor to County as part of the Solution in accordance with the terms of this Agreement.

1.3.131 SOURCE CODE

The term “Source Code” shall mean the source code for Application Software, to the extent available, developed for or licensed by Contractor to County under this Agreement, including Baseline Application, Application Modifications and Interfaces, together with all Documentation and other proprietary information related to such source code.

1.3.132 SOURCE CODE ESCROW

As used herein, the term “Source Code Escrow” shall have the meaning specified in Paragraph 10.3.1 (Source Code Escrow).

1.3.133 SOURCE CODE ESCROW AGREEMENT

As used herein, the term “Source Code Escrow Agreement” shall mean any agreement, including all addenda, amendments and modifications thereto, for depositing into escrow the Source Code for Third Party Application in accordance with Paragraph 10.3.1 (Source Code Escrow), incorporated into this Agreement by reference as Exhibit L (Source Code Escrow Agreement).

1.3.134 SPECIFICATIONS

The term “Specification(s)” shall mean any or all of the following, as applicable:

- (1) All specifications, requirements and standards set forth in Attachment A.1 (System Requirements) and included as Deliverables in Exhibit A (Statement of Work).
- (2) All System Performance Requirements and standards set forth in this Agreement, including, but not limited to, requirements for System Availability and Response Time identified in Exhibit D (Service Level Agreement).
- (3) The Documentation, to the extent not inconsistent with any of the foregoing in this definition.
- (4) All specifications identified as such by Contractor, including, but not limited to, the Project Schedule and the Project Plan, but only to the extent: (i) not inconsistent with any of the foregoing in this Paragraph; and (ii) acceptable to County in its sole discretion.
- (5) All System Environment requirements and certifications provided by Contractor in accordance with this Agreement with respect to the Solution.
- (6) All written and/or electronic materials furnished by or through Contractor regarding the Application Software or the Solution, including functionality, features, capacity, availability, response times, accuracy or any other performance or other Solution criteria or any element of the Solution or any Solution component.

1.3.135 STATE

The term “State” means the State of California.

1.3.136 STATEMENT OF WORK; SOW

The terms “Statement of Work” and “SOW” shall mean the Work to be provided by Contractor pursuant to this Agreement identified in terms of Tasks, Subtasks and Deliverables in Exhibit A (Statement of Work).

1.3.137 SUPPORT HOURS

The term “Support Hours” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.138 SUPPORT SERVICES

The term “Support Services” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.139 SYSTEM

The term “System” shall mean the infrastructure of the Solution, including but not limited to the Solution, the Client, all Interfaced Systems and any Optional Work that may be provided by Contractor to County following Go-Live upon County’s request in accordance with the terms of this Agreement.

1.3.140 SYSTEM AVAILABILITY

The term “System Availability” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.141 SYSTEM AVAILABILITY DEFICIENCY

The term “System Availability Deficiency” shall mean the System not meeting the System Availability requirements as specified in Exhibit D (Service Level Agreement).

1.3.142 SYSTEM ENVIRONMENT

The term “System Environment” shall mean the architectural and operational environment of comprising the System, and related Documentation, including Server Environment and Client Environment, as further specified in Section 1.4 (Definitions) of Exhibit A (Statement of Work).

1.3.143 SYSTEM MAINTENANCE

The term “System Maintenance” shall mean Maintenance Services and Support Services provided by Contractor in accordance with Exhibit D (Service Level Agreement), as further specified in Paragraph 5.3 (System Maintenance).

1.3.144 SYSTEM PERFORMANCE

The term “System Performance” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.145 SYSTEM PERFORMANCE DEFICIENCY

The term “System Performance Deficiency” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.146 SYSTEM PERFORMANCE REQUIREMENTS

The term “System Performance Requirements” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.147 SYSTEM REQUIREMENTS

The term “System Requirements” shall mean business, operational, technical and/or functional requirements relating to the operation or utilization of the System, as specified in Attachment A.1 (System Requirements).

1.3.148 SYSTEM TEST

The term “System Test” shall mean shall mean any of the tests conducted by County or Contractor, as applicable, under Exhibit A (Statement of Work), including but not limited to User Acceptance Test, Volume Test and Data Migration Test.

1.3.149 SYSTEM TRAINING

The term “System Training” shall have the meaning as specified in Task 5 (System Training) of Exhibit A (Statement of Work).

1.3.150 TASK; TASK; SUBTASK; SUBTASK

The terms “Task”, “task”, “Subtask” and “subtask” shall mean one of the areas of work to be performed under this Agreement, including those identified as numbered Tasks and Subtasks in Exhibit A (Statement of Work).

1.3.151 THIRD PARTY APPLICATION

The term “Third Party Application” shall mean the portion of the Application Software provided by Contractor to County under this Agreement that is not proprietary to Contractor.

1.3.152 THIRD PARTY PRODUCTS

The term “Third Party Product(s)” shall mean any products of third parties provided by Contractor to County under this Agreement in the form of Additional Products as part of the Solution, which are neither Application Software nor Server Environment, but may include Third Party Software and Additional Hardware.

1.3.153 THIRD PARTY SOFTWARE

The term “Third Party Software” shall mean any software of third parties provided by Contractor to County under this Agreement as part of the Solution, including Third Party Application and Server Software.

1.3.154 TOTAL MONTHLY TIME

The term “Total Monthly Time” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.155 TRAINING

The term “Training” shall mean training relating to the Solution to be provided by Contractor pursuant to this Agreement, including initial System Training and Additional Training that County may acquire as part of Professional Services.

1.3.156 TRAINING PLAN

The term “Training Plan” shall have the meaning specified in Section 1.4 (Definitions) of Exhibit A (Statement of Work).

1.3.157 UNSCHEDULED DOWNTIME

The term “Unscheduled Downtime” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.158 USER ACCEPTANCE TEST; UAT

The terms “User Acceptance Test” and “UAT” shall have the meaning specified in Section 1.4 (Definitions) of Exhibit A (Statement of Work).

1.3.159 UAT PLAN

The term “UAT Plan” shall have the meaning specified in Section 1.4 (Definitions) of Exhibit A (Statement of Work).

1.3.160 UPDATE(S)

The term “Update(s)” shall mean and include any additions to and/or replacements to the Solution Software, available or made available subsequent to Go-Live, and shall include all Application Software performance and functionality enhancement releases, new Version Releases, Server Software upgrades, improvements, interim updates, including fixes and patches, Deficiency corrections, and modifications to the Application Software consisting of Server Application and Client Application, including but not limited to those required for the Solution to remain in compliance with applicable Federal and State laws and regulations and the terms of this Agreement, provided by Contractor in accordance with Exhibit D (Service Level Agreement), with all Schedules thereto.

1.3.161 USER

The term “User” shall mean any person authorized by County to access or use the System pursuant to this Agreement.

1.3.162 USER ACCEPTANCE TEST

The term “User Acceptance Test” shall have the meaning specified in Section 1.4 (Definitions) of Exhibit A (Statement of Work).

1.3.163 VENDOR

The term “Vendor” shall have the meaning specified in Section 1.4 (Definitions) of Exhibit A (Statement of Work).

1.3.164 VERSION RELEASE

The term “Versions Release” shall mean Contractor’s Application Software major version upgrade which may contain new software functionalities and features and/or system compatibilities.

1.3.165 VOLUME TEST

The term “Volume Test” shall have the meaning specified in Section 1.4 (Definitions) of Exhibit A (Statement of Work).

1.3.166 WARRANTY PERIOD

The term “Warranty Period” shall have the meaning specified in Paragraph 12.1 (System Warranties).

1.3.167 WORK

The term “Work” shall mean any and all tasks, subtasks, deliverables, goods, services and other work provided, or to be provided, by or on behalf of Contractor pursuant to this Agreement, including Solution components, Implementation Services, System Maintenance and Optional Work.

1.3.168 WORK PRODUCT

The term “Work Product” shall have the meaning specified in Paragraph 10.1.4 (Work Product).

2. ADMINISTRATION OF AGREEMENT – COUNTY

2.1 COUNTY ADMINISTRATION

All persons administering this Agreement on behalf of County and identified in this Paragraph 2 below (hereinafter “County Key Personnel”) are listed in Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement). Unless otherwise specified, reference to each of the persons listed in such Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement) shall also include his/her designee. County will notify Contractor in writing of any change in the names and/or addresses of County Key Personnel.

No member of County Key Personnel is authorized to make any changes in any of the terms and conditions of this Agreement other than those specifically authorized under Paragraph 4 (Changes Notices and Amendments).

2.2 COUNTY KEY PERSONNEL

2.2.1 COUNTY’S PROJECT DIRECTOR

County’s Project Director will be responsible for ensuring that the objectives of this Agreement are met. County’s Project Director will have the right at all times to inspect any

and all Work provided by or on behalf of Contractor. Unless specified otherwise, County's Project Director shall also include a designee.

2.2.2 COUNTY'S PROJECT MANAGER

County's Project Manager will be responsible for ensuring that the technical, business and operational standards and requirements of this Agreement are met. County's Project Manager will interface with Contractor's Project Manager on a regular basis. County's Project Manager will report to County's Project Director regarding Contractor's performance with respect to technical standards and functional performance. Unless specified otherwise, County's Project Manager shall be the designee of County's Project Director and shall include his/her own designee.

2.3 COUNTY PERSONNEL

All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County. Contractor hereby represents that its price, Project Schedule and performance hereunder are based solely on the work of Contractor's personnel, except as otherwise expressly provided in this Agreement.

2.4 APPROVAL OF WORK

All Tasks, Subtasks, Deliverables, including Key Deliverables, and other Work provided by Contractor under this Agreement must have the written approval of County's Project Manager as described in this Paragraph 2.4. In no event shall County be liable or responsible for any payment prior to such written approval. Furthermore, County reserves the right to reject any Work not approved by County.

3. **ADMINISTRATION OF AGREEMENT – CONTRACTOR**

3.1 CONTRACTOR ADMINISTRATION

All persons administering this Agreement on behalf of Contractor and identified in this Paragraph 3 below (hereinafter "Contractor Key Personnel") are listed in Section 2 (Contractor Key Personnel) of Exhibit E (Administration of Agreement). All staff employed by and/or behalf of Contractor, including the persons listed in such Section 2 (Contractor Key Personnel) of Exhibit E (Administration of Agreement), shall be adults who are fully fluent in both spoken and written English. Contractor shall notify County in writing of any change in the names and/or addresses of Contractor Key Personnel.

3.2 CONTRACTOR KEY PERSONNEL

3.2.1 CONTRACTOR'S PROJECT DIRECTOR

Contractor's Project Director shall be responsible for Contractor's performance of all its tasks, subtasks and other Work and ensuring Contractor's compliance with this Agreement. Contractor's Project Director shall meet and confer with County's Project Director as required by County. Such meetings shall be conducted via teleconference or at a time and place agreed to by County's Project Director and Contractor's Project Director.

3.2.2 CONTRACTOR'S PROJECT MANAGER

Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Paragraph 3.5 (Reports by Contractor). Contractor's Project Manager shall interface with County's Project Manager on a regular basis to review project progress and discuss project

coordination. Such meetings shall be conducted via teleconference or at a time and place agreed to by County's Project Director and Contractor's Project Director.

3.3 APPROVAL OF CONTRACTOR'S STAFF

- 3.3.1 In fulfillment of its responsibilities under this Agreement, Contractor shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, tasks and subtasks required by this Agreement. Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.
- 3.3.2 County shall have the right to approve or disapprove each member, or proposed member, of Contractor's Project Director, Contractor's Project Manager and any staff providing Training or on-site Work to County under this Agreement or with access to any of County's sensitive information (hereinafter "Contractor Key Staff") prior to and during their performance of any Work hereunder, as well as so approving or disapproving any proposed deletions from or other changes in such Contractor Key Staff. County's Project Manager, in his/her reasonable discretion, may require replacement of any member of the Contractor Key Staff performing, or offering to perform, Work hereunder. Contractor shall provide County with a resume of each such proposed initial Contractor Key Staff member and a proposed substitute and an opportunity to interview such person prior to his/her performance of any Work hereunder.
- 3.3.3 In addition, Contractor shall provide to County's Project Director an executed Confidentiality and Assignment Agreement (Exhibit F) for each member of the Contractor Key Staff performing Work under this Agreement on or immediately after the Effective Date, but in no event later than the date such member of the Contractor Key Staff first performs Work under this Agreement.
- 3.3.4 Contractor shall, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group constituting the Contractor Key Staff. Contractor shall promptly fill any Contractor Key Staff vacancy with personnel having qualifications at least equivalent to those of the Contractor Key Staff member(s) being replaced.
- 3.3.5 In the event Contractor should ever need to remove any member of the Contractor Key Staff from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity. Should County be dissatisfied with any member of the Contractor Key Staff during the term of the Agreement, Contractor shall replace such person with another to County's satisfaction.
- 3.3.6 Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.

3.4 BACKGROUND AND SECURITY INVESTIGATIONS

- 3.4.1 All Contractor staff performing Work under this Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing Work under this Agreement. Contractor may conduct its own background checks, provided that they comply with County's requirements, as acknowledged by County's Project Manager or designee. County acknowledges that Contractor has provided information detailing Contractor's background check procedures and that the same are acceptable hereunder. If Contractor's procedures for background checks materially change, Contractor

shall provide County with revised procedures for County's acceptance and acknowledgment thereof. All fees associated with obtaining the background information shall be borne by Contractor, regardless of whether Contractor's staff passes or fails the background clearance investigation.

3.4.2 County may immediately, in its sole discretion, deny or terminate facility access to any Contractor's staff, including subcontractor staff, who do not pass such background investigation(s) to the satisfaction of County and/or whose background or conduct is incompatible with County's facility access.

3.4.3 Disqualification, if any, of Contractor's staff, including subcontractor staff, pursuant to this Paragraph 3.4 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Agreement.

3.5 REPORTS BY CONTRACTOR

In addition to any reports required elsewhere pursuant to this Agreement including the Statement of Work, in order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor shall provide to County's Project Manager as frequently as requested by County's Project Manager, but in no event more frequently than weekly, written reports which shall include, at a minimum, the following information:

- (1) Period covered by the report;
- (2) Overview of the reporting period;
- (3) Tasks, subtasks, deliverables, goods, services and other Work scheduled for the reporting period which were completed;
- (4) Tasks, subtasks, deliverables, goods, services and other Work scheduled the reporting period which were not completed;
- (5) Tasks, subtasks, deliverables, goods, services and other Work not scheduled for but completed in the reporting period.
- (6) Tasks, subtasks, deliverables, goods, services and other Work scheduled to be completed in the next reporting period;
- (7) Issues resolved and to be resolved;
- (8) Summary of project status as of reporting date; and
- (9) Any other information which County may from time-to-time require.

3.6 RULES AND REGULATIONS

3.6.1 During the time when Contractor's employees, subcontractors or agents are at County facilities, such persons shall be subject to the applicable rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide Work, with such rules and regulations. In the event that County determines that an employee, subcontractor or agent of Contractor has violated any applicable rule or regulation, County shall notify Contractor, and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw its employee, subcontractor or agent from the provision of Work upon receipt of written notice from County that: (i) such employee, subcontractor or agent has violated such rules or regulations; or (ii) such employee's, subcontractor's or agent's actions, while on County premises, indicate that the employee, subcontractor or agent may adversely affect the provision of Work. Upon removal of any

employee, subcontractor or agent, Contractor shall immediately replace the employee, subcontractor or agent and continue uninterrupted Work hereunder.

- 3.6.2 All Contractor employees who are receiving public assistance shall meet their reporting responsibilities to County. All of Contractor's employees shall maintain the confidentiality of all records obtained from County under the Agreement in accordance with all applicable County, State and federal laws, ordinances, regulations and directives relating to confidentiality, under state law, including without limitations, Welfare & Institutions Code, Section 10850 et seq. Further, such Contractor's employees shall not have any access to County's records of friends, relatives, business relations, personal acquaintances, tenants, or any other individuals whose relationship could reasonably influence his conduct or performance on the job. Limiting access to these records includes not allowing individuals access to information that could be used to determine eligibility for public assistance. Further, Contractor's employees shall not be able to transmit computer data, nor be able to obtain physical possession of case documents.

3.7 CONTRACTOR'S STAFF IDENTIFICATION

- 3.7.1 Contractor, at Contractor's cost, shall provide each member of the staff assigned to this Agreement with a visible photo identification badge in accordance with County's specifications. Identification badge specifications may change at the sole discretion of County, and Contractor will be provided new specifications as required. The format and content of the badge is subject to County's approval prior to Contractor implementing the use of the badge. Contractor's staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.
- 3.7.2 Contractor shall notify County within one (1) Business Day when staff is terminated from work under this Agreement. Contractor is responsible to retrieve and immediately destroy the staff's County-specified photo identification badge at the time of removal from Work under this Agreement.

If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy Contractor staff's County photo identification badge at the time of removal from work under this Agreement.

4. **CHANGES NOTICES AND AMENDMENTS**

4.1 GENERAL

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations or conditions of this Agreement, except through the procedures set forth in this Paragraph 4. County reserves the right to change any portion of the Work required under this Agreement and to any other provisions of this Agreement. All such changes shall be accomplished only as provided in this Paragraph 4.

4.2 CHANGE NOTICES

For any change requested by County which does not affect the scope of Work, term, payments, or any term or condition of this Agreement, including expenditure of Pool Dollars, a written notice of such change (hereinafter "Change Notice") shall be prepared and executed by County's Project Director.

4.3 AMENDMENTS

Except as otherwise provided in this Agreement, for any change requested by County which affects the scope of Work, term, payments, or any term or condition included in this Agreement, a negotiated written Amendment to this Agreement shall be prepared and executed by each of County's Board of Supervisors and Contractor's authorized representative(s).

4.4 PROJECT SCHEDULE

As a result of completion of Deliverable 1.1 (Project Plan) of Exhibit A (Statement of Work), a Project Schedule will be derived for the Work relating to Implementation Services as described in Exhibit A (Statement Work), which shall update Exhibit C (Project Schedule). Changes to the Project Schedule shall be made upon mutual agreement, in writing, by County's Project Director and Contractor's Project Director by Change Notice or otherwise, provided that County's Project Director's and Contractor's Project Director's agreement to alter the Project Schedule shall not prejudice either party's right to claim that such alterations constitute an Amendment to this Agreement that shall be governed by the terms of Paragraph 4.3 (Amendments) above.

4.5 EXTENSIONS OF TIME

Notwithstanding any other provision of this Paragraph 4, to the extent that extensions of time for Contractor performance do not impact either the scope of Work or cost of this Agreement, County's Project Director, in his/her sole discretion, may grant Contractor extensions of time in writing for the work listed in Exhibit C (Project Schedule), provided such extensions shall not exceed a total of six (6) months beyond Final Acceptance.

4.6 BOARD ORDERS

Notwithstanding any other provision of this Paragraph 4 or Paragraph 21 (Termination for Convenience), Director shall take all appropriate action to carry out any orders of County's Board of Supervisors relating to this Agreement, which directly impact the Solution or the budget allocated the Solution or the Agreement, and, for this purpose, Director is authorized to: (i) issue written notice(s) of partial or total termination of this Agreement pursuant to Paragraph 21 (Termination for Convenience) without further action by County's Board of Supervisors and/or (ii) prepare and execute Amendment(s) to this Agreement, which shall reduce the scope of Work and the Contract Sum without further action by County's Board of Supervisors.

4.6.1 Such notices of partial or total termination shall be authorized under the following conditions:

- (1) Notices shall be in compliance with all applicable Federal, State and County laws, rules, regulations and ordinances, and publicly known guidelines and directives.
- (2) Director shall obtain the approval of County Counsel for any notice.
- (3) Director shall file a copy of all notices with the Executive Office of County's Board of Supervisors and County's Chief Executive Office within thirty (30) days after execution of each notice.

4.6.2 Such Amendments shall be authorized under the following conditions:

- (1) Amendments shall be in compliance with all applicable Federal, State, and County laws, rules, regulations and ordinances, and publicly known guidelines and directives.

- (2) County's Board of Supervisors has appropriated sufficient funds for purposes of such Amendments and this Agreement.
- (3) Director shall obtain the approval of County Counsel for any Amendment.
- (4) Director shall file a copy of all Amendments with the Executive Office of County's Board of Supervisors and County's Chief Executive Office within fifteen (15) days after execution of each Amendment.

4.7 FACSIMILE

Except for the parties' initial signatures to this Agreement, which must be provided in "original" form and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on the Change Notices prepared pursuant to this Paragraph 4 and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices to this Agreement, such that the parties need not follow up facsimile transmissions of such documents by subsequent (non-facsimile) transmissions of "original" versions of such documents.

5. **SCOPE OF WORK**

In exchange for County's payment to Contractor under the Agreement and invoiced by Contractor, Contractor shall (a) on a timely basis provide, complete, deliver and implement all Work set forth in this Agreement, including Exhibit A (Statement of Work) and Exhibit D (Service Level Agreement), including but not limited to components of the Solution, Implementation Services, System Maintenance and any Optional Work; and (b) grant to County a limited License to the Solution Software, as specified in Paragraph 10.2 (License). Contractor shall perform all such tasks, subtasks, deliverables, goods, services and other Work in accordance with Exhibit A (Statement of Work) with all Attachments thereto and Exhibit D (Service Level Agreement) with all Schedules thereto at the applicable rates and prices specified in Exhibit B (Pricing Schedule) with all Schedules thereto.

5.1 SOLUTION COMPONENTS

Contractor shall provide the License to all Solution Software, including Application Software and Server Software, and all Server Environment components, including Server Software and Server Hardware, in order to meet the System Requirements, all in accordance with the provisions of Paragraph 10 (System Ownership and License) and the Agreement. In addition, Contractor shall certify that the Client Environment provided by County in accordance with Contractor's specifications is capable of meeting the System Performance Requirements, as provided in Exhibit A (Statement of Work), including Attachment A.1 (System Requirements).

5.2 IMPLEMENTATION SERVICES

Contractor shall provide Implementation Services, including System setup, installation, testing, training and other services through Final Acceptance of the Solution, as required for successful implementation of the Solution, as specified in Exhibit A (Statement of Work).

5.3 SYSTEM MAINTENANCE

Contractor shall provide to County services relating to the hosting, maintenance and support of the Solution, including Solution Data extraction, Maintenance Services and Support Services, as provided in, and in accordance with, this Agreement, including Exhibit D (Service Level Agreement) and Task 9 (System Maintenance) of Exhibit A (Statement of

Work) (hereinafter “System Maintenance”). System Maintenance obligations shall commence upon Go-Live and shall continue through the term of this Agreement.

5.4 OPTIONAL WORK

Upon the written request of County’s Project Director or designee following Go-Live and mutual agreement, Contractor shall provide to County Optional Work using Pool Dollars, including Application Modifications, Professional Services and/or Additional Products, in accordance with Task 10 (Optional Work) of Exhibit A (Statement of Work) at the applicable pricing terms set forth in Exhibit B (Pricing Schedule). Application Modifications shall only include those products and services relating to the requirements not reflected on the Effective Date in the Specifications, including System Requirements, as determined by County’s Project Director or designee.

Upon County’s request and Contractor’s agreement to provide the Optional Work, Contractor shall provide to County within ten (10) Business Days of such request, or such longer period as agreed to by the parties, a proposed Scope of Work and a quote for a Maximum Fixed Price calculated in accordance with the applicable pricing terms set forth in Exhibit B (Pricing Schedule). Contractor’s quotation shall be valid for at least ninety (90) days from submission. Contractor shall commence the Optional Work following agreement by the parties with respect to such Scope of Work and the Maximum Fixed Price. Upon completion by Contractor, and approval by County in accordance with the terms of this Agreement, of such Optional Work, Schedule B.1 (Optional Work) shall be updated accordingly to add such items of Optional Work by Change Notice executed in accordance with Paragraph 4 (Changes Notices and Amendments).

5.5 STANDARD OF SERVICES

Contractor’s services and other Work required by this Agreement shall during the term of the Agreement conform to reasonable commercial standards as they exist in Contractor’s profession or field of practice. If Contractor’s services and other work provided under this Agreement fail to conform to such standards, upon notice from County specifying the failure of performance, Contractor shall, at Contractor’s sole expense, provide the applicable remedy as specified in this Agreement, including Exhibit A (Statement of Work) and Exhibit D (Service Level Agreement). Contractor shall, at its own expense, correct any data in which (and to the extent that) errors have been caused by Contractor or malfunctions of the Solution or by any other tools introduced by Contractor into the System for the purpose of performing services or other Work under this Agreement or otherwise.

5.6 UNAPPROVED WORK

If Contractor provides any tasks, subtasks, deliverables, goods, services or other work to County other than those specified in this Agreement, or if Contractor provides such items requiring County’s prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County therefor.

6. **PROJECT SCHEDULE**

6.1 PROJECT PLAN

Contractor shall implement the Solution in accordance with the Project Schedule, set forth in Exhibit C (Project Schedule), based upon the Project Plan developed and delivered pursuant to Subtask 1.1 (Develop Project Plan) of Exhibit A (Statement of Work). The Project Schedule shall, at a minimum, include the following items:

- (1) Deliverable Number;
- (2) Description;
- (3) Due Date;
- (4) Milestone/Key Deliverables Number;
- (5) Associated Deliverable; and
- (6) Any other items reasonably required by County under this Agreement.

6.2 KEY DELIVERABLES AND MILESTONES

Exhibit C (Project Schedule) shall specify certain Deliverables as Key Deliverables and/or Milestones, as determined by County. A Key Deliverable or a Milestone shall be deemed completed for purposes of this Paragraph 6.2 on the earliest date that all of the tasks, subtasks, deliverables, goods, services and other Work required for completion of such Key Deliverable or Milestone are completed and delivered to County, provided that all of such Work required for completion of such Key Deliverable or Milestone are thereafter approved in writing by County pursuant to Paragraph 2.4 (Approval of Work) without prior rejection by County or significant delay in County's approval thereof, which delay is the result of Contractor's failure to deliver such tasks, subtasks, deliverables, goods, services and other Work in accordance with the terms hereof. The determination of whether each Key Deliverable or Milestone has been so completed and so approved, and of the date upon which such Key Deliverable or Milestone was completed, shall be made by County's Project Director as soon as practicable in accordance with Paragraph 2.4 (Approval of Work) after County is informed by Contractor that such Key Deliverable or Milestone has been completed and is given all the necessary information, data and documentation to verify such completion.

7. **TERM**

7.1 INITIAL TERM

The term of this Agreement shall commence upon the Effective Date and shall expire three (3) years following the Final Acceptance of the Solution, unless sooner terminated or extended, in whole or in part, as provided in this Agreement (hereinafter "Initial Term").

7.2 EXTENDED TERM

At the end of the Initial Term, County may, at its sole option, extend this Agreement for up to two (2) additional consecutive one (1) year terms (hereinafter "Extended Term") one (1) year at a time, subject to, among others, County's right to terminate earlier for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other term or condition of the Agreement providing for early termination of the Agreement by County. If County elects not to exercise its option to extend at the end of the Initial Term, or the Extended Term, as applicable, the remaining option(s) shall automatically lapse. County shall be deemed to have exercised its extension option(s) automatically, without further act, unless, no later than thirty (30) days prior to the expiration of the Initial Term or the Extended Term, as applicable, County notifies in writing Contractor that it elects not to extend the Agreement pursuant to this Paragraph 7.

7.3 DEFINITION OF TERM

As used throughout this Agreement, the word “term” when referring to the term of the Agreement shall include the Initial Term and the Extended Term, to the extent County exercises any of its options pursuant to this Paragraph 7.

7.4 NOTICE OF EXPIRATION

Contractor shall notify County when this Agreement is within six (6) months from the expiration of the Initial Term. Upon occurrence of this event, Contractor shall send written notification to County’s Project Director at the address set forth in Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement).

8. CONTRACT SUM

8.1 MAXIMUM CONTRACT SUM

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, deliverables, goods, services and other Work required or requested by County under this Agreement. All Work completed by Contractor must be approved in writing by County in accordance with Paragraph 2.4 (Approval of Work). If County does not approve work in writing, no payment shall be due Contractor for that Work. The Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed Two Hundred Ninety Five Thousand Six Hundred Dollars (\$295,600) as further detailed in Exhibit B (Pricing Schedule), unless the Contract Sum is modified pursuant to a duly approved Amendment to this Agreement by County’s and Contractor’s authorized representative(s) pursuant to Paragraph 4 (Changes Notices and Amendments). The Contract Sum under this Agreement shall cover the authorized payments for all Solution components provided by Contractor, Implementation Services, System Maintenance and any Optional Work.

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum, including the Pool Dollars expenditures, authorized for this Agreement. Upon occurrence of this event, Contractor shall provide written notification to County’s Project Director at the address set forth in Section 1 (County Key Personnel) in Exhibit E (Administration of Agreement). Notwithstanding the foregoing, Contractor’s failure to provide such notification shall not constitute a material breach of this Agreement.

8.2 SOLUTION IMPLEMENTATION

8.2.1 IMPLEMENTATION COST

Contractor shall provide the License for all Solution Software, including Application Software and Server Software, and Implementation Services, including Baseline Interfaces and Baseline Customizations, in accordance with Exhibit A (Statement of Work), with all Attachments thereto, and the Base Agreement in exchange for County’s payment of the applicable Implementation Cost. The Implementation Cost shall include all applicable fees associated with the implementation of Solution together with all required System Training, including all tasks, subtasks, deliverables, goods, services and other Work set forth in such Exhibit A (Statement of Work), as specified in Exhibit B (Pricing Schedule). The Implementation Cost shall not exceed the amount specified in such Exhibit B (Pricing Schedule).

8.2.2 CREDITS TO COUNTY

Contractor agrees that delayed performance by Contractor will cause damages to County, which are uncertain and would be impracticable or extremely difficult to ascertain in advance. Contractor further agrees that, in conformity with California Civil Code Section 1671, Contractor shall be liable to County for liquidated damages in the form of credits, as specified in Paragraph 8.2.2 below, as a fair and reasonable estimate of such damages. Any amount of such damages is not and shall not be construed as penalties and, when assessed, will be deducted from County's payment that is due.

For each and every occasion upon which a Deliverable marked on the applicable Exhibit C (Project Schedule) as "Key" (hereinafter "Key Deliverable") has not been completed by Contractor within fifteen (15) days after the date scheduled for completion thereof as set forth in such Exhibit C (Project Schedule) (hereinafter for each Key Deliverable "Due Date"), other than as a result of delays caused by acts or omissions of County, and unless otherwise approved in writing by County's Project Manager or designee in his/her discretion, County shall be entitled to receive credit against any or all amounts due to Contractor under this Agreement or otherwise in the total amount of Five Hundred Dollars(\$500) for each day after the Due Date that the Key Deliverable is not completed as a fair and reasonable estimate of the harm caused by the delay. All of the foregoing credits shall apply separately, and cumulatively, to each Key Deliverable in the Project Schedule. A determination whether County shall assess credits due to it pursuant to this Paragraph 8.2.2 shall be made by County's Project Manager in his/her reasonable discretion.

A Deliverable shall be deemed completed for purposes of this Paragraph 8.2.2 and Paragraph 8.2.3 (Termination) on the earliest date that all of the tasks, subtasks, deliverables, goods, services and other Work required for the completion of such Deliverable are completed and delivered to County, provided that all of such tasks, subtasks, deliverables, goods, services and other Work required for the completion of such Deliverable are thereafter approved in writing by County pursuant to Paragraph 2.4 (Approval of Work) without prior rejection by County or significant delay in County's approval thereof, which delay is the result of Contractor's failure to deliver such tasks, subtasks, deliverables, goods, services and other Work in accordance with the terms hereof. For purposes of this Paragraph 8.2.2 and Paragraph 8.2.3 (Termination), the determination of whether a Deliverable has been so completed and is so approved, and of the date upon which such Deliverable was completed, shall be made by County's Project Director as soon as practicable after County is informed by Contractor that such Deliverable has been completed and is given all the necessary information, data and documentation to verify such completion.

8.2.3 TERMINATION

In addition to the foregoing provisions of Paragraph 8.2.2 (Credits to County), if any Key Deliverable is not completed within thirty (30) days after the applicable Due Date, and thereafter approved in writing by County pursuant to Paragraph 2.4 (Approval of Work), other than as a result of delays caused by acts or omissions of County as determined by Director in his/her reasonable judgment, and unless County's Project Director and Contractor's Project Director have otherwise agreed in writing prior to such date scheduled for completion, then County may, upon notice to Contractor, terminate this Agreement for default in accordance with Paragraph 20 (Termination for Default) or for convenience in accordance with Paragraph 21 (Termination for Convenience), as determined in the sole discretion of County, subject to the cure provisions set forth in Paragraph 20 (Termination for Default).

8.3 SYSTEM MAINTENANCE

Contractor shall, during the term of this Agreement, provide to County System Maintenance services, including Maintenance Services and Support Services, in exchange for County's payment of the applicable Maintenance Fees in accordance with and as set forth in Exhibit B (Pricing Schedule), with all Schedules thereto. Maintenance Fees will be paid by County to Contractor for Maintenance Periods commencing upon Final Acceptance and shall not exceed the amounts specified in Exhibit B (Pricing Schedule).

8.4 OPTIONAL WORK

Upon County's request for Optional Work and mutual agreement, Contractor shall provide to County Optional Work using Pool Dollars in accordance with the agreed upon Maximum Fixed Priced and the Scope of Work, as specified in Paragraph 5.4 (Optional Work). Contractor's rates for Optional Work shall be subject to the applicable pricing terms set forth in Exhibit B (Pricing Schedule) for the term of this Agreement. Any Optional Work provided by Contractor shall not cause an increase in the Maintenance Fees under this Agreement with the exception of any Additional Software procured as part of Additional Products. Absent an Amendment in accordance with Paragraph 4 (Changes Notices and Amendments), the Pool Dollars are the aggregate amount available during the term of this Agreement for Optional Work requested and provided following Go-Live.

8.5 NON-APPROPRIATION OF FUNDS

County's obligation may be limited if it is payable only and solely from funds appropriated for the purpose of this Agreement. Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then County shall, at its sole discretion, either (i) terminate this Agreement as of June 30 of the last fiscal year for which funds were appropriated or (ii) reduce the work provided hereunder in accordance with the funds appropriated, as mutually agreed to by the parties. County will notify Contractor in writing of any such non-appropriation of funds at its election at the earliest possible date.

8.6 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

In the event that County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for the reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by Contractor under this Agreement shall also be reduced correspondingly. County's notice to the Contractor regarding said reduction in payment obligations shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Agreement.

9. **INVOICES AND PAYMENTS**

9.1 INVOICES

Contractor shall invoice County in accordance with Exhibit B (Pricing Schedule), (i) for Implementation Services, based on the Deliverable amounts due upon Contractor's

completion and County's written approval of billable Deliverables; (ii) for System Maintenance, by payment of the applicable Maintenance Fees for Maintenance Periods commencing upon Final Acceptance; and (iii) for all Optional Work, on a per Change Notice basis, by payment of the actual price expended by Contractor for the provision of Optional Work, not to exceed the Maximum Fixed Price quoted for such Optional Work following Contractor's completion and County's written approval of the Optional Work.

9.1.1 SUBMISSION OF INVOICES

Contractor's invoice shall include the charges owed to Contractor by County under the terms of this Agreement as provided in Exhibit B (Pricing Schedule). All invoices and supporting documents under this Agreement shall be submitted to the person designated in Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement) as County's Project Manager at the address specified in such Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement).

9.1.2 INVOICE DETAILS

Each invoice submitted by Contractor shall indicate, at a minimum:

- (1) Agreement Name and Number;
- (2) The tasks, subtasks, deliverables, goods, services or other Work for which payment is claimed, including Implementation Services Deliverable, System Maintenance and Optional Work;
- (3) The price of such tasks, subtasks, deliverables, goods, services or other Work calculated based on the pricing terms set forth in Exhibit B (Pricing Schedule) or any Change Notice, as applicable.
- (4) The date of written approval of the tasks, subtasks, deliverables, goods, services or other Work by County's Project Director or designee;
- (5) Indication of any applicable withhold or holdback amounts for payments claimed or reversals thereof;
- (6) Indication of any applicable credits due County under the terms of this Agreement or reversals thereof;
- (7) A copy of any applicable Acceptance certificates signed by County's Project Director and County's Project Manager; and
- (8) Any other information required by County's Project Director.

9.1.3 APPROVAL OF INVOICES

All invoices submitted by Contractor to County for payment shall have County's written approval as provided in this Paragraph 9.1, which approval shall not be unreasonably withheld. In no event shall County be liable or responsible for any payment prior to such written approval.

9.1.4 INVOICE DISCREPANCIES

County's Project Director will review each invoice for any discrepancies and will, within thirty (30) days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within thirty (30) days of receipt of County's notice of discrepancies and disputed charges. If County's Project

Director does not receive a written explanation for the charges within such thirty (30) day period, Contractor shall be deemed to have waived its right to justify the original invoice amount, and County, in its sole discretion, shall determine the amount due, if any, to Contractor and pay such amount in satisfaction of the disputed invoice, subject to the Dispute Resolution Procedure.

All County correspondence relating to invoice discrepancies shall be sent by email, followed by hard copy, directly to County's Project Manager with a copy to County's Project Director at the addresses specified in Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement).

9.2 DELIVERY OF SOLUTION SOFTWARE

It is in the intent of the parties that all Solution Software and Documentation provided by Contractor under this Agreement, including any product of System Maintenance services and any Optional Work, shall be delivered (i) solely in electronic format (e.g., via electronic mail or internet download), or (ii) personally by Contractor staff who shall load such Solution Software and Documentation onto County's hardware but who will retain possession of all originals and copies of such tangible media (e.g., CD-ROM, magnetic tape, printed manuals) used to deliver the Solution Software and Documentation to County.

Any Solution Software and Documentation that is provided or delivered by Contractor to County in a tangible format shall be F.O.B. Destination. The Contract Sum shown in Paragraph 8.1 (Maximum Contract Sum) includes all amounts necessary for County to reimburse Contractor for all transportation and related insurance charges, if any, on Solution Software Components and Documentation procured by County from Contractor pursuant to this Agreement. All transportation and related insurance charges, if any, shall be paid directly by Contractor to the applicable carrier. Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such transportation and related insurance charges.

9.3 SALES/USE TAX

The Contract Sum shown in Paragraph 8 (Contract Sum) shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local sales/use taxes on all Solution components provided by Contractor to County pursuant to or otherwise due as a result of this Agreement, including, but not limited to, the product of System Maintenance and any Optional Work, to the extent applicable. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority.

Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such California and other state and local sales/use taxes. Further, Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, all applicable California and other state and local sales/use tax on all other items provided by Contractor pursuant to this Agreement and shall pay such tax directly to the State or other taxing authority. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.

9.4 PAYMENTS

Provided that Contractor is not in under any provision of this Agreement, County will pay all invoice amounts to Contractor within thirty (30) days of receipt of invoices that have not been disputed in accordance with Paragraph 9.1.4 (Invoice Discrepancies) above. County's failure to pay within the thirty (30) day period, however, shall not be deemed as automatic invoice approval or Acceptance by County of any deliverable for which payment is sought, nor shall it entitle Contractor to impose an interest on any late payment.

9.5 COUNTY'S RIGHT TO WITHHOLD PAYMENT

Notwithstanding any other provision of this Agreement, and in addition to any rights of County given by law or provided in this Agreement, County may upon written notice to Contractor withhold payment for any deliverable while Contractor, with no fault of County, is in default hereunder or default related to Work.

9.6 HOLDBACKS

County will hold back ten percent (10%) of the amount of Deliverable invoices of Implementation Services, submitted by Contractor under this Agreement and approved by County pursuant to Paragraph 2.4 (Approval of Work), as further specified in Exhibit B (Pricing Schedule). The cumulative amount of such holdbacks shall be due and payable to Contractor upon Final Acceptance, subject to adjustment for any amounts arising under this Agreement owed to County by Contractor, including, but not limited to, any amounts arising from Paragraphs 9.1.4 (Invoice Discrepancies), 9.5 (County's Right to Withhold Payment) and any partial termination of any Task, Subtask or Deliverable set forth in the Statement of Work as provided herein.

10. **SYSTEM OWNERSHIP AND LICENSE**

10.1 SYSTEM OWNERSHIP

10.1.1 SYSTEM ENVIRONMENT

Contractor acknowledges that County, or the rightful owner, owns all Client Environment components provided by County, including the Data Warehouse, Solution Data and County Software; while Contractor, or the rightful owner, shall retain ownership of all Server Environment components provided by Contractor, as may be specified in Attachment A.2 (System Configuration).

10.1.2 SOLUTION SOFTWARE

All Solution Software provided by Contractor to County pursuant to this Agreement, including Application Software and Server Software, and related Documentation, is and shall remain the property of Contractor or any rightful third party owner, with which all Proprietary Rights shall reside, and which shall be subject to the terms of the License granted pursuant to Paragraph 10.2 (License) below.

10.1.3 SOLUTION DATA

All Solution Data provided or made accessible by County to Contractor is and shall remain the property of County.

10.1.4 WORK PRODUCT

Contractor, or the rightful owner, shall remain the sole owner of Contractor's Application Software, including the Baseline Application and Application Modifications, and all derivative works therein (hereinafter collectively "Work Product"). Work Product does not

include any County Materials previously owned by County or designed or developed by Contractor for County.

10.2 LICENSE

10.2.1 LICENSE GRANT

Subject to the provisions of Paragraph 10.1 (System Ownership), Contractor hereby grants to County a perpetual, irrevocable, non-exclusive license to use the Solution Software and Work Product, including any related Documentation (hereinafter "License"), by all Users in accordance with the scope set forth in Paragraph 10.2.3 (Scope of License) and subject to the restrictions set forth in Paragraph 10.2.4 (License Restrictions) during the term specified in Paragraph 10.2.2 (License Term). Notwithstanding the foregoing, upon mutual agreement of the parties, County may obtain its own license for any Third Party Software, the term and scope of which shall be subject to the terms of County's agreement with the provider of such Third Party Product.

10.2.2 LICENSE TERM

The License granted under this Agreement shall commence upon the earlier of the delivery of a first Application Software component to County or the Effective Date and shall continue in perpetuity and without regard to the end of the term of this Agreement, unless otherwise specified herein.

10.2.3 SCOPE OF LICENSE

The License granted by Contractor under this Agreement provides County with the following rights:

- (1) To use, install, integrate with other software, operate and execute the Solution Software in the System Environment on an unlimited number of computers, servers, local area networks and wide area networks, including web connections, by an unlimited number of Users in the conduct of the business of County as provided in the Agreement;
- (2) To use, modify, copy, translate and compile the Application Software after such time as one of the Release Conditions described in Paragraph 10.3.3 (Source Code Release Conditions) has occurred which would permit County to use the Source Code as provided in this Paragraph 10.2.3 and Paragraph 10.3 (Source Code) below;
- (3) To use, modify, copy and display the Documentation, including but not limited to Solution and User manuals, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Agreement and the License;
- (4) To permit third party access to the Solution Software, the Documentation, the Source Code, or any part thereof, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Agreement and the License, including for the provision of System Maintenance services, Application Modifications, Professional Services or other business use or support of the Solution Software as contemplated by this Agreement; provided, however, without limiting County's rights under this Paragraph 10.2.4(4), County covenants and agrees that it shall not exercise any of the rights contained in this Paragraph 10.2.4(4) unless and until the occurrence of any one of the Release Conditions; and
- (5) Pursuant to Paragraph 54 (Assignment by County), to reproduce and use a reasonable number of copies of the Solution Software provided by Contractor: (i) by County and permitted assignees, for archive and backup purposes; and (ii) by County, for use by

permitted assignees so long as all copies of the Solution Software contain the proprietary notices appearing on the copies initially furnished to County by Contractor.

10.2.4 LICENSE RESTRICTIONS

County acknowledges and agrees (i) that the Application Software provided by Contractor to County under the Agreement, including related Documentation, is the confidential and copyrighted property of Contractor, or its licensors, and all rights therein not expressly granted to County are reserved to Contractor, or its licensors, as applicable; and (ii) that Contractor, or its licensors, retain all Proprietary Rights in and to the foregoing. Subsequently, County's License to the Application Software provided by Contractor hereunder is limited by the restrictions set forth in this Paragraph 10.2.4. County will not:

- (1) Reverse engineer, disassemble or decompile the Application Software provided by Contractor;
- (2) Transfer, sublicense, rent, lease, convey or assign (unless resulting from an Agreement assignment under Paragraph 54 (Assignment by County)) the Application Software provided by Contractor;
- (3) Copy or reproduce the Application Software provided by Contractor in any way except as reasonably necessary for backup, archival or business continuity purposes;
- (4) Use the Application Software provided by Contractor on a timesharing, service bureau, subscription service or rental basis for any third party; or
- (5) Remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on, or during the use of, the Application Software provided by Contractor.

10.2.5 THIRD PARTY APPLICATION

Contractor shall not use Third Party Application in the Solution without the prior written approval of County in accordance with Paragraph 2.4 (Approval of Work) and the prior written approval of County Counsel, to be granted or withheld in each of their sole discretion. County's Project Director and County Counsel shall also have the right to so approve all of the terms under which Contractor will license any proposed Third Party Application from the third party licensor, including, without limitation, scope of license, risk allocation provisions, warranties, financial terms and any applicable Source Code Escrow Agreement terms.

10.3 SOURCE CODE

10.3.1 SOURCE CODE ESCROW

During the term of this Agreement, Contractor shall provide to County and maintain the Source Code for all Application Software that is part of the Solution, with the exception of any Third Party Application Software for which there is no Source Code readily available to Contractor (hereinafter "Self Escrow"). Contractor shall ensure that County has access to the Source Code for all Third Party Application, either via delivery to County's Self Escrow or pursuant to a Source Code Escrow Agreement with a nationally recognized source code escrow company (hereinafter, collectively in addition to the Self Escrow, "Source Code Escrow"), as applicable. A copy of each fully executed Source Code Escrow Agreement shall be incorporated herein by reference as Exhibit L (Source Code Escrow Agreement) to this Agreement. There shall be no charge to County for the acquisition and/or maintenance of the Source Code Escrow Agreement under this Agreement.

Contractor shall deposit in Source Code Escrow the Source Code for all Application Software utilized by Contractor for the Solution under this Agreement, including the Core Application, Interfaces, Third Party Application, Customizations and Application Modifications. Contractor shall update the Source Code by depositing in Source Code Escrow the Source Code for all Application Modifications, including, but not limited to, Software Modifications, Additional Software, Updates, Replacement Products, if any, and any other modifications or enhancements to the deposited Application Software and any Application Software newly licensed or developed for the purpose of this Agreement, promptly upon availability or as otherwise required by County. Contractor's duty to update the Source Code shall continue through the term of this Agreement.

Contractor's duty to deposit and maintain the Source Code in Source Code Escrow shall continue throughout the term of this Agreement, unless one of the Release Conditions occurs which would permit County to obtain and use the Source Code in accordance with the terms of this Paragraph 10.2.5. Contractor may, by written notice to County, change the Source Code Escrow Agreement for the Source Code for any Third Party Application upon County's approval in accordance with Paragraph 2.4 (Approval of Work). Any such change shall be accomplished by a Change Notice in accordance with Paragraph 4 (Changes Notices and Amendments) above and shall not modify Contractor's obligations or County's rights with respect to the Source Code under this Agreement.

10.3.2 NATURAL DEGENERATION

The parties acknowledge that as a result of the passage of time alone, the deposited Source Code may be susceptible to loss of quality ("Natural Degeneration"). For the purpose of reducing the risk of Natural Degeneration, Contractor shall deposit in Source Code Escrow a new copy of all deposited Source Code no less frequently than every six (6) months. In the event the Source Code or any part of it is destroyed or corrupted, upon County's request, Contractor shall deposit a replacement copy of the Source Code in Source Code Escrow.

10.3.3 SOURCE CODE RELEASE CONDITIONS

In addition to any conditions for release of Source Code identified in any Source Code Escrow Agreement, Contractor shall cause the release of the Source Code to County, and County shall have the right to immediately begin using the Source Code, as provided in Paragraph 10.3.5 (Possession and Use of Source Code), at no charge to County, upon the occurrence of the following events (hereinafter, collectively with the release conditions identified in any Source Code Escrow Agreement, "Release Condition(s)");

- (1) The insolvency of Contractor, including as set forth in Paragraph 23 (Termination for Insolvency); or
- (2) Contractor is unwilling or unable to provide all System Maintenance services in accordance with the terms of this Agreement, including Exhibit D (Service Level Agreement); or
- (3) Contractor ceasing to maintain or support the current version or the last two (2) prior Version Releases of the Application Software for reasons other than County's failure to pay for, or election not to receive, Contractor's System Maintenance services, and no other qualified entity assuming the obligation to provide such System Maintenance services, which may result in County's termination of the Agreement for default in accordance with Paragraph 20 (Termination for Default); or
- (4) Successor ceasing to do business with County with respect to this Agreement; or

- (5) A different hardware or operating system platform is established for the product and required for use of the Application Software by Contractor, without maintenance of the Application Software residing in the Client Environment (Client Application) on the originally agreed equipment or operating system platform within the term of this Agreement, other than due to the failure of the manufacturer of such platform to maintain and support same.

Upon occurrence of any of the Release Conditions, Contractor shall ensure the release of the Source Code to County. Notwithstanding the foregoing, County alone may initiate the release of the Source Code if it believes in good faith that a Release Condition has occurred, subject to the provisions of any Source Code Escrow Agreement or this Paragraph 10.3.3.

10.3.4 COUNTY'S RIGHT TO VERIFY SOURCE CODE

Regardless of whether one of the Release Conditions occurs, County shall have the right, at County's sole expense, to verify the relevance, completeness, currency, accuracy and functionality of the deposited Source Code by, among other things, compiling the Source Code and performing test runs for comparison with the applicable Application Software. In the event such testing demonstrates that the Source Code does not correspond to the applicable Application Software, Contractor shall reimburse County for all costs and fees incurred in the testing and immediately deposit the correct Source Code in Source Code Escrow.

10.3.5 POSSESSION AND USE OF SOURCE CODE

Upon the occurrence of a Release Condition, County shall be entitled to obtain the Source Code from the Source Code Escrow pursuant to the terms of any Source Code Escrow Agreement or Paragraph 10.3.3 (Source Code Release Conditions). County shall be entitled to use the Source Code as needed to remedy the event of release and mitigate any damages arising from such event, provided that mitigation of damages shall not include the sale or sublicense of the Source Code. Such use will include, but not be limited to, County's right to perform its own support and maintenance, alter or modify the Source Code and/or obtain the benefits sought under this Agreement, subject to the limitations of Paragraph 10.3.6 (Proprietary Rights) below.

10.3.6 PROPRIETARY RIGHTS

Subject to the provisions of Paragraph 10.3.5 (Possession and Use of Source Code) and County's License to, and Contractor's ownership of, the Core Application as provided in Paragraph 10.1 (System Ownership), Source Code obtained by County under the provisions of this Agreement shall remain subject to every license restriction, proprietary rights protection and other County obligation specified in this Agreement, provided, however, County may make such Source Code available to third parties as needed to assist it in making authorized use of the Solution. County acknowledges that any possession of the Source Code referred to herein is subject to the confidentiality and proprietary provisions of access to any third party. Should use of the Source Code as provided in this Paragraph 10.3.6 involve the use or practice of any patent, copyright, trade secret, trademark or other proprietary information in which Contractor has an interest, Contractor, on behalf of itself and its assignees and successors, agrees not to assert a claim for patent, copyright, trade secret, trademark or other proprietary information infringement against County or any User provided use of Application Software and Source Code is in accordance with this Agreement.

10.3.7 SOURCE CODE ESCROW AGREEMENT AMENDMENT

As between County and Contractor, this Paragraph 10.2.5 shall constitute an amendment to any Source Code Escrow Agreement and incorporates all of the Release Conditions identified in Paragraph 10.3.3 (Source Code Release Conditions) above.

11. **SOLUTION ACCEPTANCE**

11.1 SYSTEM TESTS

County and/or Contractor, as applicable, shall conduct all tests (hereinafter “System Test(s)”) specified in this Paragraph 11.1 and in Exhibit A (Statement of Work). Such System Tests shall include, without limitation, the following:

- (1) *User Acceptance Test*: As set forth in Subtask 2.4 (Develop UAT Plan) of Exhibit A (Statement of Work), to confirm that the Solution meets all System Requirements.
- (2) *Volume Test*: As set forth in Subtask 3.2 (Develop and Execute Volume Test) of Exhibit A (Statement of Work), to estimate, size and volume test the Solution configuration.
- (3) *Data Migration Test*: As set forth in Subtask 4.2 (Develop and Test Data Migration Methods) of Exhibit A (Statement of Work), to confirm that the Existing Data has been converted properly to meet all applicable System Requirements.
- (4) *Final User Acceptance Test*: As set forth in Subtask 8.3 (Conduct Final User Acceptance Test) of Exhibit A (Statement of Work), to confirm that the Solution is ready for Production User.

11.2 PRODUCTION USE

The System shall achieve Go-Live and be ready for Production Use when County’s Project Director, or his/her designee, approves in writing Deliverable 8.3 (Go-Live) of Exhibit A (Statement of Work).

11.3 FINAL ACCEPTANCE

The System shall achieve Final Acceptance when County’s Project Director, or his/her designee, approves in writing Deliverable 8.4 (Final Acceptance) of Exhibit A (Statement of Work). In the event the System fails to successfully achieve Final Acceptance, Contractor shall provide County with a diagnosis of the Deficiencies and proposed solution(s). County and Contractor shall agree upon all such proposed solutions prior to their implementation.

11.4 FAILED TESTING

- 11.4.1 If County’s Project Director makes a good faith determination at any time that the System as a whole, or any component thereof, has not successfully completed a System Test or has not achieved Final Acceptance (collectively referred to for purposes of this Paragraph 11.4 as “Designated Test”), County’s Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the System component or the System failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the System component or the System as will permit the System component or the System to be ready for retesting. Contractor shall notify County’s Project Director in writing when such corrections, repairs and modifications have been completed, and the applicable Designated Test shall begin again. If, after the applicable Designated Test has been completed for a second time, County’s Project Director makes a good faith determination that the System component or the System again fails to

pass the applicable Designated Test, County's Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the System component or the System failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the System component or the System as will permit the System component or the System to be ready for retesting.

11.4.2 Such procedure shall continue, subject to County's rights under Paragraphs 8.2.2 (Credits to County) and 8.2.3 (Termination) in the event Contractor fails to timely complete any Key Deliverable until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test or (ii) that County has concluded, subject to the Dispute Resolution Procedure, that satisfactory progress toward such successful completion of such Designated Test is not being made, in which latter event, County shall have the right to make a determination, which shall be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Agreement in accordance with Paragraph 20 (Termination for Default) on the basis of such non-curable default. In the event Contractor, using good faith effort, is unable to cure a deficiency by re-performance after two (2) attempts, County and Contractor will work together to agree on a mutually acceptable resolution, provided that if County and Contractor cannot agree on a resolution, County will terminate this Agreement for default pursuant to Paragraph 20 (Termination for Default).

11.4.3 Such a termination by County shall be subject to the Dispute Resolution Procedure, either, as determined by County in its sole judgment: (i) a termination with respect to one or more of the components of the System; or (ii) if County believes the failure to pass the applicable Designated Test materially affects the functionality, performance or desirability to County of the System as a whole, the entire Agreement. In the event of a termination under this Paragraph 11.4, County shall have the right to receive from Contractor reimbursement of all payments made to Contractor by County under this Agreement for the System component(s) and related Deliverables as to which the termination applies, or, if the entire Agreement is terminated, all amounts paid by County to Contractor under this Agreement. If the termination applies only to one or more System component(s), at County's sole option, any reimbursement due to it may be credited against other sums due and payable by County to Contractor. The foregoing is without prejudice to any other rights that may accrue to County or Contractor under the terms of this Agreement or by law.

11.5 SYSTEM USE

Subject to County's obligations of Acceptance set forth in Exhibit A (Statement of Work) and the Agreement, following the Solution implementation by Contractor and prior to Final Acceptance by County, County shall have the right to use, in a Production Use mode, any completed portion of the Solution, without any additional cost to County where County determines that it is necessary for County's operations. Such Production Use shall not restrict Contractor's performance under this Agreement and shall not be deemed Acceptance or Final Acceptance of the System.

12. **WARRANTIES AND CORRECTION OF DEFICIENCIES**

12.1 SYSTEM WARRANTIES

Contractor hereby warrants to County that the System shall be free from any and all Major Deficiencies commencing from Go-Live and continuing through Final Acceptance (hereinafter "Warranty Period"). All Deficiencies reported or discovered shall be corrected in accordance with Exhibit D (Service Level Agreement) and shall be at no cost to County

during the Warranty Period. Contractor shall meet all of the warranties set forth in Exhibit D (Service Level Agreement), including but not limited to general warranties, System warranties and System Performance warranty.

12.2 PROBLEM RESOLUTION

Provided that County is covered by System Maintenance as provided in this Agreement, any non-conformances, breaches of warranties specified herein and other Deficiencies reported and discovered during the term of the Agreement shall be corrected in accordance with Exhibit D (Service Level Agreement).

12.3 CONTINUOUS PRODUCT SUPPORT

- 12.3.1 In the event that Contractor replaces any or all components of the Application Software with other software modules or components (hereinafter "Replacement Product") during the term of the Agreement in order to fulfill its obligations under the Agreement and to meet the System Requirements, then the License shall be deemed to automatically include such Replacement Product without cost or penalty to County even if such Replacement Product contains greater functionality than the Application Software it replaced. If required by County, Contractor shall provide the necessary training to County personnel to utilize the Replacement Product at no cost to County.
- 12.3.2 In the event any or all components of the Application Software are migrated to the Replacement Product as a result of an acquisition, sale, assignment, transfer or other change in control of Contractor, then any assignee or successor, by taking benefit (including, without limitation, acceptance of any payment under this Agreement), shall be deemed to have ratified this Agreement. All terms and conditions of this Agreement shall continue in full force and effect for the Replacement Product.
- 12.3.3 The following terms and conditions shall apply if County elects to transfer the License to a Replacement Product:
- (1) Contractor, or its assignee or successor, shall, at no cost to County, implement the Replacement Product in the System Environment including the Client Environment where the Client Application resides, convert and migrate all of the Solution Data from the Application Software format to the Replacement Product format to ensure Production Use of such Replacement Product;
 - (2) Any prepaid Maintenance Fees for the Solution shall transfer in full force and effect for the balance of the Replacement Product's maintenance and support term (or equivalent service) at no additional cost. If the prepaid amount is greater than the Replacement Product's maintenance and support fees for the same term, the credit balance shall be applied to future Maintenance Fees or returned to County, at County's option;
 - (3) Any and all modules offered separately and needed to match the original Application Software's level of functionality shall be supplied by Contractor, or its assignee or successor, without additional cost or penalty, and shall not affect the calculation of any Annual Fees;
 - (4) Contractor shall provide to County the necessary System Training for purposes of learning the Replacement Product. Such training shall be provided at no cost to County;
 - (5) All License terms and conditions, at a minimum, shall remain as granted herein with no additional fees imposed on County; and
 - (6) The definition of Application Software shall include the Replacement Product.

12.4 **WARRANTY PASS-THROUGH**

Contractor shall assign to County to the fullest extent permitted by law or by this Agreement, and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer of any System component or any other product or service provided hereunder shall fully extend to and be enjoyed by County.

12.5 **REMEDIES**

County's remedies under the Agreement for the breach of the warranties set forth in this Agreement, including Exhibit D (Service Level Agreement), will be limited to the repair or replacement by Contractor, at its own expense, of the non-conforming System components and the specific remedies set forth in Exhibit D (Service Level Agreement) and any other corrective measures specified in Exhibit D (Service Level Agreement) and this Agreement.

12.6 **BREACH OF WARRANTY OBLIGATIONS**

Failure by Contractor to timely perform its obligations set forth in this Paragraph 12 shall constitute a material breach, upon which, in addition to County's other rights and remedies set forth herein, County may, after written notice to Contractor and provision of a reasonable cure period, terminate this Agreement in accordance with Paragraph 20 (Termination for Default).

12.7 **DISCLAIMER OF WARRANTIES**

Contractor expressly disclaims all warranties not expressly specified anywhere in this Agreement, including the implied warranty of merchantability or fitness for a particular purpose or any warranties arising as a result of custom or usage in the trade or by course of dealing. Nothing in this Paragraph 12.7 negates any other express warranties provided by Contractor under the Agreement.

13. INDEMNIFICATION

Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from or relating to this Agreement.

Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13 shall be conducted by Contractor and performed by counsel selected by Contractor. County will reasonably cooperate with Contractor in the investigation, defense and/or settlement of any claim hereunder. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense.

14. INSURANCE AND PERFORMANCE SECURITY

14.1 **GENERAL INSURANCE REQUIREMENTS**

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 14. These minimum insurance coverage terms, types and limits ("Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. County in no

way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

14.2 EVIDENCE OF COVERAGE AND NOTICE

14.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

14.2.2 Renewal Certificates shall be provided to County not less than ten (10) days after renewal of Contractor's policy. County reserves the right to obtain copies of relevant sections of any required Contractor and/or subcontractor insurance policies at any time.

14.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

14.2.4 Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to County's Project Director at the address specified in Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement).

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Such report shall be made in writing within twenty-four (24) hour or the next Business Day. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

14.3 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional

insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

14.3.1 CANCELLATION OF OR CHANGES IN INSURANCE

Contractor shall provide County, or Contractor's insurance policies shall contain, a provision that County shall receive written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County not less than ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance of any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Agreement, in the sole discretion of the County, upon which County may suspend or terminate this Agreement..

14.3.2 INSURER FINANCIAL RATINGS

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County .

14.3.3 CONTRACTOR 'S INSURANCE SHALL BE PRIMARY

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

14.3.4 WAIVERS OF SUBROGATION

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

14.3.5 SUBCONTRACTOR INSURANCE COVERAGE REQUIREMENTS

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

14.3.6 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRS)

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRS as respects County or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRS, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

14.3.7 CLAIMS MADE COVERAGE

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it

shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

14.3.8 APPLICATION OF EXCESS LIABILITY COVERAGE

Contractor may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

14.3.9 SEPARATION OF INSURED

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations

14.3.10 ALTERNATIVE RISK FINANCING PROGRAMS

County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional covered Party under any approved program.

14.3.11 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS

The County reserves the right to review and adjust the required Insurance provisions, conditioned upon County’s determination of changes in risk exposures.

14.4 INSURANCE COVERAGE

14.4.1 COMMERCIAL GENERAL LIABILITY INSURANCE

14.4.2 Providing scope of coverage equivalent to ISO policy form CG 00 01, naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate	\$2 million
Products/Completed Operations Aggregate	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence	\$1 million

14.4.3 AUTOMOBILE LIABILITY INSURANCE

Providing scope of coverage equivalent to ISO policy form CA 00 01 with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor’s use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

14.4.4 WORKERS’ COMPENSATION AND EMPLOYERS’ INSURANCE

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be

modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

14.4.5 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS

Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

14.4.6 PROPERTY COVERAGE

If Contractor's given exclusive use of County owned or leased property shall carry property, Contractor coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

14.5 PERFORMANCE SECURITY

Contractor shall furnish for the purpose of this Agreement, within thirty (30) days from the Effective Date, or such longer period as mutually agreed upon by County and Contractor, and in all events prior to commencing any Work under this Agreement, performance security in the form of a performance bond, a certificate of deposit (CD), an irrevocable letter of credit (LOC) or other performance security in a form and from a financial institution acceptable to County payable to County in the amount of the Contract Sum for the Work through the end of the Warranty Period, including Final Acceptance.

Prior to acceptance of Contractor's performance security, Contractor shall submit to County for approval the form of the proposed performance security. Both the initial expense and the annual premiums for the performance security shall be paid by Contractor.

In the event of termination under Paragraph 20 (Termination for Default) or Paragraph 23 (Termination for Insolvency), the performance security amount shall become payable to County for any outstanding damage assessments made by County against Contractor. An amount up to the full amount of the performance security may also be applied to Contractor's liability for any administrative costs and/or any excess costs incurred by County in obtaining similar software and services to replace those terminated as a result of Contractor's default or insolvency.

14.6 FAILURE TO MAINTAIN COVERAGE

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance or maintain performance security acceptable to County shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from such breach. Alternatively, County may purchase such required insurance coverage and, without further notice to Contractor, deduct from sums due to Contractor any premium costs advanced by County for such insurance.

15. INTELLECTUAL PROPERTY WARRANTY AND INDEMNIFICATION

- 15.1 Contractor represents and warrants: (i) that Contractor has the full power and authority to grant the License, ownership and all other rights granted by this Agreement to County; (ii) that no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect; (iii) that County is entitled to use the Solution without interruption, subject only to County's obligation to make the required payments and observe the License terms under this Agreement; (iv) that this Agreement and the Solution licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors; (v) that during the term of this Agreement, Contractor shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the Solution (or any part thereof) in accordance with this Agreement; and (vi) that neither the performance of this Agreement by Contractor, nor the License to or ownership by, and use by, County and its Users of the Solution in accordance with this Agreement will in any way violate any non-disclosure agreement, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.
- 15.2 Notwithstanding any provision to the contrary, whether expressly or by implication, Contractor shall indemnify, defend, and hold harmless the County its Special Districts, elected and approved officers, employees and agents (collectively referred to for purposes of this Paragraph 13 as "County") from and against any and all liability, including but not limited to demands, claims, actions, fees, damages, costs, and expenses (including attorneys and expert witness fees) arising from any alleged or actual infringement of any third party's patent or copyright, or any alleged or actual unauthorized trade secret disclosure, arising from or related to this Agreement and/or the operation and use of the System (collectively referred to for purposes of this Paragraph 13 as "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 15.2 shall be conducted by Contractor and performed by counsel selected by Contractor. County shall provide Contractor with information, reasonable assistance, and authority to defend or settle the claim. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.
- 15.3 County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice by County, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Solution or affected component(s) thereof, or part(s) thereof, to the same extent of County's License or ownership rights under this Agreement; or (ii) to the extent procuring such right to use the Solution is not commercially reasonable, replace or modify the Solution or component(s) thereof with another software or component(s) thereof of at least equivalent quality and performance capabilities, as mutually determined by County and Contractor until the Solution and all components thereof become non-infringing, non-misappropriating and non-disclosing (hereinafter collectively for the purpose of this Paragraph 15.3 "Remedial Act(s)").
- 15.4 If Contractor fails to complete the Remedial Acts described in Paragraph 15.3 above then, County may terminate this Agreement for default pursuant to Paragraph 20 (Termination for Default), in which case, in addition to other remedies available to County, Contractor shall

reimburse County for the entire Implementation Cost paid by County to Contractor under the Agreement.

16. PROPRIETARY CONSIDERATIONS

16.1 COUNTY MATERIALS

Contractor and County agree that all materials, plans, reports, Project Schedule, Project Plan, documentation and training materials developed by or solely for County, departmental procedures and processes, algorithms and any other information provided by County or specifically provided by Contractor for County pursuant to this Agreement, excluding the Work Product and Solution Software provided by Contractor and related Documentation (collectively "County Materials"), and all copyrights, patent rights, trade secret rights and other proprietary rights therein shall be the sole property of County. Contractor hereby assigns and transfers to County all of Contractor's right, title, and interest in and to all such County Materials, provided that notwithstanding such County ownership, Contractor may retain possession of all working papers prepared by Contractor. During and for a minimum of five (5) years subsequent to the term of this Agreement, Contractor shall retain any and all such working papers. County shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

16.2 TRANSFER TO COUNTY

Upon request of County, Contractor shall execute all documents requested by County and shall perform all other reasonable acts requested by County to assign and transfer to, and vest in, County all Contractor's right, title and interest in and to the County Materials, including, but not limited to, all copyright, patent and trade secret rights. County shall have the right to register all copyrights and patents in the name of County of Los Angeles. All material expense of effecting such assignment and transfer of rights shall be borne by County. Further, County shall have the right to assign, license or otherwise transfer any and all County's right, title and interest, including, but not limited to, copyrights and patents, in and to the County Materials.

16.3 CONTRACTOR'S OBLIGATIONS

Contractor shall protect the security of and keep confidential all County Materials and shall use whatever security measures are reasonably necessary to protect all such County Materials from loss or damage by any cause, including fire and theft.

16.4 PROPRIETARY AND CONFIDENTIAL

Any and all County Materials which are developed or were originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL", if applicable.

Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

- (1) Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; or
- (2) Any Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.

17. DISCLOSURE OF INFORMATION

17.1 DISCLOSURE OF AGREEMENT

Contractor shall not disclose any terms or conditions of, or any circumstances or events that occur during the performance of, this Agreement to any person or entity except as may be otherwise provided herein or required by law. In the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall, to the extent allowed by law or such order, promptly notify County's Project Director. Thereafter, Contractor shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Agreement under the following conditions:

- (1) Contractor shall develop all publicity material in a professional manner.
- (2) During the term of this Agreement, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Director for each such item.

Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 17 shall apply.

17.2 REQUIRED DISCLOSURE

Notwithstanding any other provision of this Agreement, either party may disclose information about the other that: (i) is lawfully in the public domain at the time of disclosure; (ii) is disclosed with the prior written approval of the party to which such information pertains; or (iii) is required by law to be disclosed.

18. CONFIDENTIALITY AND SECURITY

18.1 CONFIDENTIALITY

18.1.1 CONFIDENTIAL INFORMATION

Each party shall protect, secure and keep confidential all records, materials, documents, data and/or other information, including, but not limited to, billing and sensitive financial information, County and CSS records, data and information, County Materials, Solution Data, Work Product, Application Software, health information and any other data, records and information, received, obtained and/or produced under the provisions of this Agreement (hereinafter "Confidential Information"), in accordance with the terms of this Agreement and all applicable Federal, State or local laws, regulations, ordinances, and publicly known guidelines and directives relating to confidentiality. As used in this Agreement, the term "Confidential Information" shall also include records, materials, data and information deemed confidential by County or the applicable law under Paragraph 3.6 (Rules and Regulations). Each party shall use whatever appropriate security measures are necessary to

protect such Confidential Information from loss, damage and/or unauthorized dissemination by any cause, including but not limited to fire and theft.

Contractor shall inform all of its officers, employees, agents and subcontractors providing Work hereunder of the confidentiality provisions of this Agreement. Contractor shall ensure that all of its officers, employees, agents and subcontractors performing Work hereunder have entered into confidentiality agreements no less protective of County than the terms of this Agreement, including this Paragraph 18 and Exhibit F (Confidentiality and Assignment Agreement).

18.1.2 DISCLOSURE

With respect to any of County's Confidential Information or any other records, materials, data or information that is obtained by Contractor (hereinafter collectively for the purpose of this Paragraph 18.1.2 "information"), Contractor shall: (i) not use any such information for any purpose whatsoever other than carrying out the express terms of this Agreement; (ii) promptly transmit to County all requests for disclosure of any such information; (iii) not disclose, except as otherwise specifically permitted by this Agreement, any such information to any person or organization other than County without County's prior written authorization that the information is releasable; and (iv) at the expiration or termination of this Agreement, return all such information to County or maintain such information according to the written procedures provided to Contractor by County for this purpose.

Under State law, including Welfare & Institutions Code, Section 10850 and California Department of Social Services (CDSS), Manual of Policies and Procedures, Division 19, Section 10859 et seq. and 17006, all of the case records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases shall be in any way relayed to anyone except those employees of County so designated without written authorization from County.

18.1.3 INDEMNIFICATION

Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability and expense, including, but not limited to, defense costs and reasonable legal, accounting and other expert, consulting or professional fees, arising from any disclosure of such records and information by Contractor, its officers, employees, or agents, except for any disclosure authorized by this Paragraph 18.

18.2 SECURITY

18.2.1 SYSTEM SECURITY

Notwithstanding anything to the contrary herein, Contractor shall provide all Work utilizing security technologies and techniques in accordance with the industry standards, Contractor's best practices and applicable County security policies, procedures and requirements provided by County to Contractor in writing as part of the RFP, this Agreement or otherwise as required by law, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks. Without limiting the generality of the foregoing, Contractor shall implement and use network management and maintenance applications and tools and fraud prevention and detection and encryption technologies and prevent the introduction of any Disabling Device into the System. In no event shall

Contractor's actions or inaction result in any situation that is less secure than the security that Contractor then provides for its own systems and data.

18.2.2 SYSTEM DATA SECURITY

Contractor hereby acknowledges the right of privacy of all persons as to whom there exists any Solution Data or any other County data. Contractor shall protect, secure and keep confidential all Solution Data in compliance with all federal, state and local laws, rules, regulations, ordinances, and publicly known guidelines and directives, relating to confidentiality and information security (including any breach of the security of the System, such as any unauthorized acquisition of Solution Data that compromises the security, confidentiality or integrity of personal information), including California Civil Code Section 1798.82 and California Welfare and Institutions Code Section 10850. Further, Contractor shall take all reasonable actions necessary or advisable to protect all Solution Data in its possession, custody or control from loss or damage by any cause, including fire, theft or other catastrophe. In addition, if requested by County's Project Director, Contractor shall provide notification to all persons whose unencrypted personal information was, or is reasonably believed to have been, acquired by any unauthorized person, and the content, method and timing of such notification shall be subject to the prior approval of County's Project Director. Contractor shall not use Solution Data for any purpose or reason other than to fulfill its obligations under this Agreement.

18.3 REMEDIES

Contractor acknowledges that a breach by Contractor of this Paragraph 18 may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under this Paragraph 18 and at law and in equity, County shall have the right to seek injunctive relief to enforce the provisions of this Paragraph 18. The provisions of this Paragraph 18 shall survive the expiration of termination of this Agreement.

Contractor shall take all reasonable actions necessary or advisable to protect the Solution from loss or damage by any cause. Contractor shall bear the full risk of loss or damage to the Solution and any Solution Data by any cause other than resulting from force majeure or County's sole fault.

19. **PROHIBITION AGAINST ASSIGNMENT AND DELEGATION**

19.1 Contractor shall not assign its rights and/or delegate its duties under this Agreement, whether in whole or in part, without the prior written consent of County, and any attempted assignment and/or delegation without such consent shall be null and void. County may exercise or withhold consent in its sole discretion. No assignment and/or delegation shall be effective unless and until there is a duly-executed, written amendment to this Agreement. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against County.

19.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior consent of County in accordance with the applicable provisions of this Agreement.

19.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express written approval shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

20. TERMINATION FOR DEFAULT

20.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement if:

- (1) Contractor fails to timely provide and/or satisfactorily perform any task, subtask, deliverable, goods, service or other Work within the times specified in this Agreement, including the finalized Project Schedule; or
- (2) Contractor fails to demonstrate a high probability of timely fulfillment of the performance requirements under this Agreement; or
- (3) Contractor fails to make progress as to endanger performance of this Agreement in accordance with its terms; or
- (4) Contractor in performance of Work under the Agreement fails to comply with the requirements of this Agreement, including but not limited to Exhibit A (Statement of Work) and Exhibit D (Service Level Agreement); or
- (5) Contractor fails to perform or comply with any other provisions of this Agreement or materially breaches this Agreement;

and, unless a shorter cure period is expressly provided in this Agreement, does not cure such failure or fails to correct such failure or breach within thirty (30) days (or such longer period as County may authorize in writing) of receipt of written notice from County specifying such failure or breach, except that Contractor shall not be entitled to any cure period, and County may terminate immediately, in the event that Contractor's failure to perform or comply is not reasonably capable of being cured.

20.2 If, after County has given notice of termination under the provisions of this Paragraph 20, it is determined by County that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 21 (Termination for Convenience).

1.1 The rights and remedies of County provided in this Paragraph 20 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

21. TERMINATION FOR CONVENIENCE

21.1 This Agreement may be terminated, in whole or in part, permanently or from time to time, when such action is deemed by County to be in its best interest. Termination of Work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective, which shall be no less than sixty (60) calendar days after the notice is sent. In the event County has purported to terminate this Agreement for default by notice pursuant to Paragraph 20 (Termination for Default) and it has later been determined that Contractor was not in default, no additional notice shall be required upon such determination.

21.2 After receipt of a notice of termination, Contractor shall submit to County, in the form and with any certifications as may be prescribed by County, Contractor's termination claim and invoice. Such claim and invoice shall be submitted promptly in accordance with Paragraph 24 (Effect of Termination).

22. TERMINATION FOR IMPROPER CONSIDERATION

22.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, Amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

22.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County's Auditor-Controller Employee Fraud Hotline at (213) 974 0914 or (800) 544 6861.

22.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

23. TERMINATION FOR INSOLVENCY

23.1 County may terminate this Agreement immediately at any time upon the occurrence of any of the following:

- (1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay its debts which are disputed in good faith and which are not related to this Agreement as determined by County;
- (2) The filing of a voluntary or involuntary petition to have Contractor declared bankrupt, where the involuntary petition is not dismissed within sixty (60) days;
- (3) The appointment of a receiver or trustee for Contractor; or
- (4) The execution by Contractor of an assignment for the benefit of creditors.

23.2 The rights and remedies of County provided in this Paragraph 23 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

23.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Agreement, County may elect to retain its rights under this Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under this Agreement including, without limitation, such Section 365(n) (including, without limitation, the right to continued use of all source and object code versions of the Application Software and related Documentation in accordance with the terms of Paragraph

10.3 (Source Code), and shall not interfere with the rights and benefits of County as provided therein. The foregoing shall survive the termination or expiration of this Agreement for any reason whatsoever.

24. EFFECT OF TERMINATION

In the event that County, upon notice to Contractor, terminates this Agreement in whole or in part as provided herein, then:

- (1) Contractor and County shall continue the performance of this Agreement to the extent not terminated;
- (2) Contractor shall stop work under this Agreement on the date and to the extent specified in such notice and provide to County all completed Work and Work in progress, in a media reasonably requested by County;
- (3) Contractor shall promptly return to County any and all Confidential Information, including County data and County Materials, that relate to that portion of the Agreement and Work terminated by County;
- (4) County shall pay Contractor all monies due in accordance with the terms of the Agreement for the Work completed up to the time of termination;
- (5) Contractor shall return to County all monies paid by County, yet unearned by Contractor, including any prorated prepaid Annual Fees calculated depending on the date of termination, if applicable. Notwithstanding the foregoing, upon termination by County for default during Solution implementation, Contractor shall return all Implementation Cost amounts paid by County to Contractor during such Solution implementation, and County will return to Contractor all products of the terminated Implementation Services;
- (6) Upon termination by County for default pursuant to Paragraph 20 (Termination for Default) or for insolvency pursuant to Paragraph 23 (Termination for Insolvency), County shall have the right to procure, upon such terms and in such a manner as County may deem appropriate, goods, services and other Work, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, services and other Work;
- (7) County shall have the rights set forth in Paragraphs 10.2 (License) and 10.3 (Source Code) to access and use the Source Code as set forth therein, including without limitation the right to modify all source and object code versions of the Application Software after such time as one of the Release Conditions described in Paragraph 10.3.3 (Source Code Release Conditions) has occurred which would permit County to use the Source Code; and
- (8) Contractor understands and agrees that County has obligations that it cannot satisfy without use of the Solution provided to County hereunder or an equivalent solution, and that a failure to satisfy such obligations could result in irreparable damage to County and the entities it serves. Therefore, Contractor agrees that in the event of any termination of this Agreement, Contractor shall fully cooperate with County in the transition of County to a new solution, toward the end that there be no interruption of County's day to day operations due to the unavailability of the Solution during such transition. Upon notice to Contractor, Contractor shall allow County or another selected contractor a transition period until expiration of the term of the Agreement, or in all other cases, at a date specified by County, for the orderly turnover of Contractor's Agreement activities and

responsibilities without additional cost to County. The transition from the Solution to another solution shall be performed by Contractor as Optional Work.

25. INDEPENDENT CONTRACTOR STATUS

- 25.1 This Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Contractor. The employees and agents of one party are not and shall not be, or construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.
- 25.2 Contractor shall be solely liable and responsible for providing all workers' compensation insurance and benefits, liability insurance, employer taxes, compensation, and benefits to, or on behalf of, all persons performing work pursuant to this Agreement. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, payroll taxes, disability insurance or benefits, or Federal, State or local taxes, or other compensation, benefits or taxes for any personnel provided by or performing work on behalf of Contractor.
- 25.3 The employees and agents of Contractor shall, while on the premises of County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.
- 25.4 Notwithstanding the provisions of this Paragraph 24(8), the employees and agents of Contractor shall, while on the premises of County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

26. SUBCONTRACTING

- 26.1 County has relied, in entering into this Agreement, on the reputation of and on obtaining the personal performance of Contractor, specifically, Contractor Key Staff. Consequently, no performance by the Contractor Key Staff of this Agreement, or any portion thereof, shall be subcontracted by Contractor without notice to County as provided in this Paragraph 26. Any attempt by Contractor to subcontract any performance of this Agreement by the Contractor Key Staff without such notice shall be null and void and shall be deemed a material breach of this Agreement, upon which County may immediately terminate this Agreement.
- 26.2 In the event Contractor subcontracts any portion of its performance of the Agreement by the Contractor Key Staff, Contractor shall provide to County, in writing, a notice regarding such subcontract, which shall include:
- (1) The reasons for the particular subcontract;
 - (2) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected;
 - (3) A detailed description of the Work to be provided by the proposed subcontractor;
 - (4) Confidentiality provisions applicable to the proposed subcontractor's officers, employees and agents, which would be incorporated into the subcontract;
 - (5) include (i) Exhibit F (Confidentiality and Assignment Agreement), (ii) Exhibit G (Contractor's EEO Certification), (iii) Exhibit I (Safely Surrendered Baby Law), and (iii) any other standard County required provisions;
 - (6) A representation from Contractor that:
 - a. the proposed subcontractor is qualified to provide the Work for which subcontractor is being hired;

- b. either the proposed subcontractor maintains the insurance required by this Agreement or Contractor has procured and maintains such insurance coverage for the proposed subcontractor;
- c. either the proposed subcontractor or Contractor shall be solely liable and responsible for any and all of subcontractor's taxes, payments and compensation, including compensation to its employees, related to the performance of Work under this Agreement; and
- d. either the proposed subcontractor or Contractor shall provide for indemnification of County under the same terms and conditions as the indemnification provisions of this Agreement, including those specified in Paragraphs 13 (Indemnification) and 15 (Intellectual Property Warranty and Indemnification); and

(7) Other pertinent information and/or certifications reasonably requested by County.

- 26.3 County will review Contractor's request to subcontract and determine on a case-by-case basis whether or not to consent to such request, which consent shall not be unreasonably withheld.
- 26.4 Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents, from and against any and all claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use of any subcontractor, including, without limitation, any officers, employees or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees and agents, under this Agreement.
- 26.5 Notwithstanding any other provision of this Paragraph 26, Contractor shall remain fully responsible for any and all performance required of it under this Agreement, including those which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate and provide all Work required under this Agreement. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. Furthermore, subcontracting of any Work under this Agreement shall not be construed to limit, in any way, Contractor's performance, obligations or responsibilities to County or limit, in any way, any of County's rights or remedies contained in this Agreement.
- 26.6 Subcontracting of any Work performed by the Contractor Key Staff under the Agreement shall not waive County's right to prior and continuing approval of any or all such Contractor Key Staff pursuant to the provisions of Paragraph 3.3 (Approval of Contractor's Staff), including any subcontracted members of the Contractor Key Staff. Contractor shall notify its subcontractors of this County's right prior to subcontractors commencing performance under this Agreement.
- 26.7 Notwithstanding subcontracting by Contractor of any Work under this Agreement, Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors, and their officers, employees, agents, and successors in interest, for any services performed by subcontractors under this Agreement.
- 26.8 In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 26 or a blanket consent to any further subcontracting.

27. DELIVERY AND RISK OF LOSS

Contractor shall bear the full risk of loss due to total or partial destruction of the Software products loaded on CDs or other computer media, until such items are delivered to and accepted in writing by County as evidenced by County's signature on delivery documents.

28. MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the term of this Agreement, provide similar software, service levels, software models, components, goods or services under similar delivery conditions to the State of California or any county, municipality, or district of the State or to any other state, county or municipality at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to County. County shall have the right, at County's expense, to utilize a County auditor or an independent auditor to verify Contractor's compliance with this Paragraph 28 by review of Contractor's books and records.

29. RECORDS AND AUDITS

- 29.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement to the extent required by law. All such material shall be kept and maintained by Contractor during the term of this Agreement and for a period of five (5) years thereafter, unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, Contractor shall make the necessary arrangements at its own cost and expense to have such material made available to the County within the County's borders.
- 29.2 In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 29.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 29 shall constitute a breach of this Agreement upon which County may terminate or suspend this Agreement under the terms of Paragraph 20 (Termination for Default).

30. COUNTY'S QUALITY ASSURANCE PLAN

County, or its agent, will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and conditions of this Agreement. Contractor deficiencies, which County determines are severe or continuing and that may place performance of this Agreement in jeopardy, if not corrected, will be reported to the County's Board of Supervisors. The report will include improvements and/or corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures within thirty (30) days of County's notice of Contractor deficiencies, County may, at its sole option, terminate this Agreement, in whole or in part, pursuant to Paragraph 20 (Termination

for Default) or Paragraph 21 (Termination for Convenience), or impose other penalties as specified in this Agreement.

31. CONFLICT OF INTEREST

- 31.1 No County employee whose position with County enables such employee to influence the award of this Agreement or any competing agreements shall be employed in any capacity by Contractor or have any other direct financial interest in this Agreement. No officer or employee of Contractor, who may financially benefit from the performance of work hereunder, shall in any way participate in County's approval or ongoing evaluation of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
- 31.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement which are applicable to it as a Software and Services provider. Contractor warrants that it is not now aware of any facts which do create an unlawful conflict of interest for Contractor. If a party hereafter becomes aware of any facts, which might reasonably be expected to create an unlawful conflict of interest for it, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

32. COMPLIANCE WITH APPLICABLE LAWS

- 32.1 In the performance of this Agreement, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.
- 32.2 Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 32 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.
- 32.3 Contractor certifies and agrees that it fully complies with all applicable requirements of the Program regulations, as well as rules, ordinances, court rules, municipal laws, directives, and policies issued pursuant to the enabling statute(s) and/or State or Federal regulation or law. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code), the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) and compliance with Section 306

of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Contractor shall be responsible for any relevant changes in the law, including but not limited to, changes in Program regulations, rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or State or Federal regulation or law. Contractor shall also comply with all applicable ordinances, rules, policies, directives, and procedures issued or adopted by County for which Contractor is provided actual or constructive notice. County reserves the right to review Contractor's procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the Federal government, as applicable.

- 32.4 Failure by Contractor to comply with such laws and regulations shall be material breach of this Agreement and may result in termination of this Agreement.

33. FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, and employees from any and all third party liability for, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising from acts engaged in by Contractor in violation of applicable wage and hour laws in the State of California and in the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable, provided that County: (i) promptly notifies Contractor in writing of the claim; and (ii) allows Contractor to control, and cooperate with Contractor in, the defense and any related settlement negotiations.

34. COMPLIANCE WITH CIVIL RIGHTS LAWS

- 34.1 Contractor herein certifies and agrees, and will re-certify upon County request no more frequently than once per year, that all persons employed by it, its affiliates, subsidiaries and holding companies will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 34.2 Contractor shall, pursuant to Los Angeles County Code Section 4.32, certify to and comply with the provisions of Contractor's EEO Certification (Exhibit G).
- 34.3 Contractor shall ensure that applicants and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 34.4 Contractor herein certifies and agrees, and will re-certify upon County request no more frequently than once per year, that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, except to the extent necessary to comply with applicable Federal and State anti-discrimination laws and regulations.

- 34.5 Contractor herein certifies, and will re-certify upon County request no more frequently than once per year, that it, its affiliates, subsidiaries and holding companies are in compliance with all Federal, State, and local laws including, but not limited to:
- (1) Title VII, Civil Rights Act of 1964;
 - (2) Section 504, Rehabilitation Act of 1973;
 - (3) Age Discrimination Act of 1975;
 - (4) Title IX, Education Amendments of 1973, as applicable; and
 - (5) Title 43, Part 17, Code of Federal Regulations, Subparts A & B,
- and that no person shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or disability, be subject to discrimination as to any privileges or uses gained under this Agreement or under any project, program or activity supported by this Agreement.
- 34.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 34 when so requested by County.
- 34.7 If County finds that any of the provisions of this Paragraph 34 have been violated, such violation shall, at the election of County, constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement at County's option, either for material breach under Paragraph 20 (Termination for Default) of this Agreement or for convenience under Paragraph 21 (Termination for Convenience) of this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.
- 34.8 The parties agree that in the event Contractor is found to have violated the anti-discrimination provisions of this Agreement, and that such discrimination was directly associated with the performance of services provided under this Agreement, County may require, pursuant to Los Angeles County Code Section 4.32.010 (E), that Contractor pay the sum of Five hundred Dollars (\$500) for each such violation, in lieu of termination or suspension hereof, as liquidated damages are extremely difficult to ascertain or calculate precisely. In the alternative, County may elect to terminate this Agreement pursuant to Paragraph 20 (Termination for Default).
- 35. RESTRICTIONS ON LOBBYING**
- 35.1 FEDERAL FUNDS PROJECTS
- If any Federal funds are to be used to pay for any portion of Contractor's work under this Agreement, County shall notify Contractor in writing in advance of such payment and Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all applicable certification and disclosure requirements.

35.2 **LOBBYIST ORDINANCE**

Contractor, and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement at County's option, either for material breach under Paragraph 20 (Termination for Default) of this Agreement or for convenience under Paragraph 21 (Termination for Convenience) of this Agreement.

36. EMPLOYMENT ELIGIBILITY VERIFICATION

36.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others and that all its employees performing Services under this Agreement meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603).

36.2 Contractor shall obtain from all employees performing under this Agreement all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for the period prescribed by law.

36.3 Contractor shall indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

37. CONTRACT HIRING

37.1 **CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS**

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the work set forth herein, Contractor shall give first consideration for such employment openings to permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the term of this Agreement.

37.2 **CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**

Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, Contractor shall give County employees first priority.

37.3 **PROHIBITION AGAINST INDUCEMENT AND PERSUASION**

Contractor and County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. Notwithstanding the foregoing, such prohibition shall not apply to any hiring action initiated through a public announcement.

38. **FEDERAL EARNED INCOME CREDIT**

If required by applicable law, Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided, in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

39. **CONTRACTOR RESPONSIBILITY AND DEBARMENT**

39.1 **RESPONSIBLE CONTRACTOR**

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is County's policy to conduct business only with responsible contractors.

39.2 **CHAPTER 2.202**

Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles Code, if County acquires information concerning the performance of Contractor on this Agreement or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on, County agreements for a specified period of time, which generally will not exceed five (5) years, although may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing agreements Contractor may have with County.

39.3 **NON-RESPONSIBLE CONTRACTOR**

County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (i) violated any term of a contract with County or a nonprofit corporation created by County; (ii) committed any act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (iii) committed an act or offense which indicates a lack of business integrity or business honesty; or (iv) made or submitted a false claim against County or any other public entity.

39.4 **CONTRACTOR HEARING BOARD**

39.4.1 If there is evidence that Contractor may be subject to debarment, County's Project Director, or his/her designee, will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

39.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an

opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor, County's Project Director, or his/her designee, and County's departments shall be provided with an opportunity to object to the tentative proposed decision prior to its presentation to County's Board of Supervisors.

- 39.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to County's Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 39.4.4 If Contractor has been debarred for a period longer than five (5) years, then Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that such Contractor has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.
- 39.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (i) the requesting contractor has been debarred for a period longer than five (5) years, (ii) the debarment has been in effect for at least five (5) years and (iii) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 39.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

39.5 SUBCONTRACTORS OF CONTRACTOR

The terms and procedures of this Paragraph 39 shall also apply to subcontractors, consultants and partners of Contractor performing work under this Agreement.

40. **FEDERAL ACCESS TO RECORDS**

If, and to the extent that Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services described in 42 United States Code

Section 1395 through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

41. REQUIRED CERTIFICATIONS

Contractor shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's provision of the Services under this Agreement. Contractor shall further ensure that all of its officers, employees, agents and subcontractors who perform Services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives shall be provided, if required by law, in duplicate, to County's Project Manager at the address set forth in Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement).

42. NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of this Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement, except that this provision shall not be construed to diminish Contractor's indemnification obligations hereunder.

43. CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's or subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely.

44. WARRANTY AGAINST CONTINGENT FEES

- 44.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 44.2 For breach of this warranty, County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the fees owed, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

45. SAFELY SURRENDERED BABY LAW

45.1 NOTICE

As required by applicable law, Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrender Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at <http://babysafela.org> for printing purposes.

45.2 ACKNOWLEDGMENT OF COMMITMENT

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

46. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

46.1 JURY SERVICE PROGRAM

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service Program (hereinafter "Jury Service Program" or "Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code (hereinafter "County Code").

46.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

46.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees (as defined in Paragraph 46.2.2 below) shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

46.2.2 For purposes of this Paragraph 46, "Contractor" means a person, partnership, corporation or other entity which has an agreement with County or a subcontract with Contractor and has received or will receive an aggregate sum of \$50,000 or more in any twelve (12) month period under one or more County agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a longstanding practice that defines the lesser number of hours as fulltime. Fulltime employees providing short term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered fulltime for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 46. The provisions of this Paragraph 46 shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to the agreement.

46.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Agreement and at its sole discretion, that Contractor demonstrate to County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.

46.2.4 Contractor’s violation of this Paragraph 46 of this Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement with Contractor and/or bar Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach.

47. CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

47.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County agreements are in compliance with their court ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

47.2 As required by County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor’s duty under this Agreement to comply with all applicable provisions of State and Federal law, Contractor warrants that to the best of its knowledge it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653(a)) and California Unemployment Insurance Code Section 1088.5, and shall, implement all lawfully served Wage and Earnings Withholding Orders or County’s Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

48. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 47 (Contractor’s Warranty of Adherence to County’s Child Support Compliance Program) shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by County’s Child Support Services Department shall be grounds upon which the Auditor-Controller or County’s Board of Supervisors may terminate this Agreement pursuant to Paragraph 20 (Termination for Default) and pursue debarment of Contractor pursuant to Paragraph 39 (Contractor Responsibility and Debarment).

49. CHARITABLE ACTIVITIES COMPLIANCE [IF APPLICABLE]

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Contractor shall complete the certification in Exhibit J (Charitable Contributions Certification). By requiring

contractors to complete the certification in Exhibit J (Charitable Contributions Certification), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with the California law in order to protect County and its taxpayers. By receiving or raising charitable contributions without complying with its obligations under California law, Contractor commits a material breach of this Agreement, subjecting it to either Agreement termination or debarment proceedings or both (County Code Chapter 2.202).

50. DEFAULTED PROPERTY TAX REDUCTION PROGRAM

50.1 CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses who benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

50.2 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 50.1 (Contractor’s Warranty of Compliance with County’s Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor pursuant to County Code Chapter 2.206.

51. SHRED DOCUMENTS

Contractor shall ensure that all confidential documents/papers, as defined under State law (including, but not limited to Welfare & Institutions Code Sections 10850, 17006) relating to this Agreement must be shredded and not put in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled “shred” until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with Paragraph 29 (Records and Audits) of this Agreement are to be maintained for a period of five (5) years.

52. COUNTY AUDIT SETTLEMENTS

If, at any time during or after the term of this Agreement, representatives of County conduct an audit of Contractor regarding the work performed under this Agreement, and if such audit reasonably and accurately find that County’s dollar liability for such work is less than payments made by County to Contractor, then the difference, together with County’s reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or deducted from any amounts due to Contractor from County, as determined by County. If such audit finds County’s dollar liability for such work is more than payments

made by County to Contractor, then the difference shall be repaid to Contractor by cash payment.

53. DISPUTE RESOLUTION PROCEDURE

- 53.1 Contractor and County agree to act immediately to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 53 (such provisions shall be collectively referred to as the “Dispute Resolution Procedure”). Time is of the essence in the resolution of disputes.
- 53.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder.
- 53.3 Neither party shall delay or suspend its performance during the Dispute Resolution Procedure.
- 53.4 In the event of any dispute between the parties with respect to this Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 53.5 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties’ respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 53.6 In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor’s Project Executive and the Director. These persons shall have ten (10) days to attempt to resolve the dispute.
- 53.7 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.
- 53.8 All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph 53, the efforts to resolve a dispute shall be undertaken by conference between the parties’ respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange of correspondence.
- 53.9 Notwithstanding the foregoing, in the event of County’s infringement of Contractor’s intellectual property rights under the Agreement or violation by either party of the confidentiality obligations hereunder, the violated party shall have the right to seek injunctive relief against the other without waiting for the outcome of the Dispute Resolution Procedure.
- 53.10 Notwithstanding any other provision of this Agreement, County’s right to seek injunctive relief to enforce the provisions of Paragraph 18 (Confidentiality and Security) shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County’s rights and shall not be deemed to impair any claims that County may have against Contractor or County’s rights to assert such claims after any such injunctive relief has been obtained.

54. ASSIGNMENT BY COUNTY

This Agreement may be assigned in whole or in part by County, without the further consent of Contractor, to a party which is not a competitor of Contractor and which agrees in writing to perform County's obligations under this Agreement.

55. NEW TECHNOLOGY

Contractor and County acknowledge the probability that the technology of the software and hardware which comprise the System will change and improve during the term of this Agreement. County desires the flexibility to incorporate into the System any new technologies as they may become available. Accordingly, Contractor's Project Manager shall, promptly upon discovery and on a continuing basis, apprise County's Project Director of all new technologies, methodologies and techniques which Contractor considers to be applicable to the System. Specifically, upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies and techniques, indicating the advantages and disadvantages of incorporating same into the System, and provide an estimate of the impact such incorporation will have on the performance, scheduling and price of the System. County, at its sole discretion, may request that this Agreement be amended to incorporate the new technologies, methodologies and techniques into the System pursuant to the provisions of Paragraph 4 (Changes Notices and Amendments).

56. NON-DISCRIMINATION IN SERVICES

56.1 Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 56, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility, providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

56.2 Contractor shall ensure that recipients of services under this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap.

57. UNLAWFUL SOLICITATION

Contractor shall inform all of its employees who provide services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees.

58. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to agreements made and to be performed

within the State. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. For claims that are subject to exclusive Federal subject matter jurisdiction, Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California.

59. WAIVER

No breach of any provision hereof can be waived unless in writing. No waiver by County or Contractor of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County or Contractor to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

60. AUTHORIZATION WARRANTY

Contractor and County represent and warrant that the person executing this Agreement or any Amendment thereto pursuant to Paragraph 4 (Changes Notices and Amendments) on its behalf is an authorized agent who has actual authority to bind it to each and every term, condition and obligation of this Agreement, and that all requirements of Contractor and County have been fulfilled to provide such actual authority.

61. VALIDITY AND SEVERABILITY

61.1 VALIDITY

The invalidity of any provision of this Agreement shall not render the other provisions hereof invalid, unenforceable or illegal, unless the essential purposes of this Agreement shall be materially impaired thereby.

61.2 SEVERABILITY

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, if practicable, and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid in its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. If any provision of this Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective.

62. NOTICES

62.1 All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (i) by hand with signed receipt; (ii) by first class registered or certified mail, postage prepaid; or (iii) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed

by timely confirmation mailing. Addresses may be changed by either party by giving ten (10) days prior written notice thereof to the other party.

62.2 Director shall have the authority to issue all notices or demands which are required or permitted to be issued by County under this Agreement.

62.3 To County, notices shall be sent to the attention of County's Project Manager and County's Project Director at the respective addresses specified in Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement).

To Contractor, notices shall be sent to the attention of Contractor's Project Manager at the address specified in Section 2 (Contractor Key Personnel) of Exhibit E (Administration of Agreement), with a copy to Contractor's Project Executive.

62.4 Each party may change the names of the people designated to receive notices pursuant to this Paragraph 62 by giving written notice of the change to the other party, subject to County's right of approval in accordance with Paragraph 3.3 (Approval of Contractor's Staff).

63. ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of arm's length negotiations between Contractor and County, with each party having had the opportunity to receive advice from and representation by independent counsel of its own choosing. As such, the parties agree that this Agreement is to be interpreted fairly as between them and is not to be strictly construed against either as the drafter or otherwise.

64. NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

65. CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings used in this Agreement are for convenience only, are not a part of this Agreement, and shall not be used in construing this Agreement. If there is a conflict when referencing a Paragraph in this Agreement, between the Paragraph heading title and its number, the Paragraph heading title shall control.

66. FORCE MAJEURE

Neither party shall be liable for failure to perform under this Agreement, if its failure to perform arises out of, and only, fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes or freight embargoes, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of the non-performing party.

67. FORMS AND PROCEDURES

All existing forms and procedures used by Contractor in implementation of the provisions of this Agreement are deemed "approved" by County for purposes of this Paragraph 67. Any new forms and procedures which materially affect Contractor's performance of this Agreement shall be subject to review and approval by County prior to use by Contractor.

68. DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS

68.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.

Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- 68.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or, without limitation of all County's other rights and remedies provided by law or under this Agreement, County may deduct such costs from any amounts due Contractor from County under this Agreement.

69. MINIMUM AGE, LANGUAGE SKILLS AND LEGAL STATUS OF CONTRACTOR PERSONNEL AT FACILITY

Contractor cannot assign employees under the age of eighteen (18) to perform work under this Agreement. All of Contractor's employees working at County facilities must be able to communicate in English. Contractor's employees must be United State citizens or legally present and permitted to work in the United States.

70. NOTICE OF DELAYS

Exception as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) Business Days, give notice thereof, including all relevant information with respect thereto, to the other party.

71. RE-SOLICITATION OF BIDS AND PROPOSALS

- 71.1 Contractor acknowledges that, prior to the expiration or earlier termination of this Agreement, County, in its sole discretion, may exercise its right to invite bids or request proposals for the continued provision of the goods and services delivered or contemplated under this Agreement. County shall make the determination to re-solicit bids or request proposals in accordance with applicable County policies.
- 71.2 Contractor acknowledges that County, in its sole discretion, may enter into an agreement for the future provision of goods and services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

72. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any services provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. The provisions of this Paragraph 72 shall survive the expiration or other termination of this Agreement.

73. ACCESS TO COUNTY FACILITIES

Contractor, its employees and agents, may be granted access to County facilities, subject to Contractor's prior notification to County's Project Manager, for the purpose of executing Contractor's obligations hereunder. Access to County facilities shall be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County

observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County's Project Manager, which approval will not be unreasonably withheld. Contractor shall have no tenancy, or any other property or other rights, in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County's Project Manager.

74. COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform Services hereunder and only for the performance of such Services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the applicable County's Project Manager at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service in such office space for use only for purposes of this Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

75. PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the Director, County's Project Director and the Director of County's Internal Services Department, in their discretion.

76. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Contractor shall use reasonable efforts to ensure that no employee of Contractor shall perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance which might impair his or her physical or mental performance.

77. RECYCLED PAPER

Consistent with the County's Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in this project.

78. SURVIVAL

In addition to any provisions in this Agreement which specifically state that they shall survive the termination or expiration of the Agreement, the provisions in the following Paragraphs shall also survive the expiration or termination of this Agreement for any reason:

- 2.4 Approval of Work
- 9.5 County's Right to Withhold Payment
- 10 System Ownership and License
- 12 Warranties and Correction of Deficiencies
- 13 Indemnification
- 14 Insurance
- 15 Intellectual Property Warranty and Indemnification

16	Proprietary Considerations
17	Disclosure of Information
18	Confidentiality and Security
20	Termination for Default
21	Termination for Convenience
22	Termination for Improper Consideration
23	Termination for Insolvency
29	Records and Audits
32	Compliance with Applicable Laws
33	Fair Labor Standards
36	Employment Eligibility Verification
40	Federal Access to Records
42	No Third Party Beneficiaries
52	County Audit Settlements
58	Governing Law, Jurisdiction and Venue
51	Shred Documents
61	Validity and Severability

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IN WITNESS WHEREOF, County and Contractor by their duly authorized signatures have caused this Agreement to be effective on the day, month and year first above written.

COUNTY OF LOS ANGELES:
COMMUNITY AND SENIOR SERVICES

By _____
CYNTHIA D. BANKS
Director

CONTRACTOR:
XAVUS SOLUTIONS LLC

By _____
Signature

Print Name

Title _____

APPROVED AS TO FORM:
JOHN F. KRATTLI
Acting County Counsel

By _____
VICTORIA MANSOURIAN
Deputy County Counsel

EXHIBIT A
STATEMENT OF WORK
FOR
COMMUNITY AND SENIOR CENTER
AUTOMATION SOLUTION

MAY 2012

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EXHIBIT A
STATEMENT OF WORK

1.0 – SCOPE OF WORK

This Statement of Work (SOW) consists of tasks, subtasks, deliverables, goods, services and other Work, Contractor shall be required to provide under the Agreement.

1.1 – OVERVIEW

County's Community and Senior Services Department desires to automate service delivery tracking at its Community and Senior Centers using the Solution based on an off-the-shelf software (hereinafter "COTS") and standard personal computers and other related equipment. Future projects may expand this Solution to other CSS vendors' locations.

County is one of the largest counties in the country with over 100,000 employees, equivalent to a seventh largest state. Consequently, sizing capabilities of any software or application and quality and maintenance of hardware are important for this project.

County prefers web-based, mature software that is open in design and that would be highly configurable via tables by local County technical staff. Reporting and data extraction to the CSS data warehouse are also a major consideration.

For this project, County will purchase name brand standard PCs and equipment through master agreements with large volume discounts. County's equipment will be locally maintainable, imaged and/or replaced, as required, by County's technical staff. County does not intend to use proprietary hardware for this project.

Contractor will be responsible, among others, for specifying touchscreens, scanners and minimum workstation memory and hard drive size that are compatible with the Solution. County will purchase, install, configure (using Contractor supplied drivers, software and tools) and maintain client workstation equipment. Currently the County has fifteen (15) Community and Senior Centers throughout Los Angeles County. Additionally, there will be an installation at the CSS Headquarters building for use by County management and County first level technical support (hereinafter "First Level Support"). Contractor will also be required to provide initial training, data import, data extraction and conversion tasks.

Contractor hosted Solution shall include server hardware and regular software maintenance releases no less frequently than twice a year. Contractor shall supply all levels of technical support beyond County's First Level Support. Contractor shall be required to agree to *Exhibit D (Service Level Agreement)* to the Agreement.

All hosted and other County data shall be stored within, and can only be accessed from within, the continental United States. Additionally, Contractor shall be required to comply with County's security requirements with respect to the County information stored on the Contractor hosted environment as specified in the Agreement.

The following requirements and specifications are attached to and form a part of this SOW:

Attachment A.1 – System Requirements

Section 1 – Business Functionality Requirements

Section 2 – User Interface Requirements

Section 3 – System Requirements

Section 4 – Reporting Requirements

Section 5 – Security Requirements

Section 6 – Data Extract and Import Requirements

Attachment A.2 – System Configuration

Attachment A.3 – Baseline Application

Attachment A.4 – Client Environment Specifications

Attachment A.5 – Community and Senior Centers

1.2 – PROJECT OBJECTIVES

The general objective of this project is to implement a technology solution that will assist in providing support for County's Community and Senior Centers.

This Statement of Work will be the basis for a Project Schedule. All Work under the Agreement shall be performed at the rates and fees set forth in a Pricing Schedule (Exhibit B).

Contractor shall perform, complete and deliver all Work, however denoted, as set forth in this Statement of Work. Also defined herein are those Tasks and Subtasks that involve participation of both Contractor and County. Unless otherwise specified as an obligation of County, Contractor shall perform all Tasks and Subtasks and provide all Deliverables as defined herein. A Deliverable shall only be deemed complete upon County's approval and acceptance, irrespective of the number of tries it takes Contractor to provide a successful Deliverable.

1.3 – FACILITIES AND FURNISHED ITEMS

The CSS has fifteen (15) Centers that will have approximately three (3) workstations per site, with the administrative office as an additional site, for sixteen (16) sites total. Initially, County intends to initially install forty-six (46) Client workstations.

County reserves the right to modify the number of sites and site configurations by updating Attachment A.5 (Community and Senior Centers) to this Exhibit A.

County will supply Client workstation hardware, including workstations, operating software, web browser, keyboard, mouse and any other software as required for supporting applications other than the Solution. Additionally, County will provide vendor recommended touchscreens and scanners that are compatible with the Solution to comprise the System Environment, as specified in Attachment A.4 (Client Environment Specifications). County will also provide First Level Support after Go-Live. Training room at CSS Headquarters will be provided by County if on-site Training or centralized WebEx is needed or required by County.

Contractor will provide, for County approval, a list of the required touchscreen(s) and scanner(s) that are compatible with the Solution, including wired scanners(s), wireless scanner(s) and wireless memory scanner(s) that can be used for remote scanning and later uploading of consumer barcodes and services, as specified in Attachment A.4 (Client Environment Specifications).

Contractor will also provide to County all Solution required drivers and other configuration materials together with appropriate training and instructions necessary for County to independently configure the Client workstations for operation with the Solution.

Contractor will supply all materials not provided by County that are needed to comply with this Statement of Work and the Agreement.

County reserves the right to reject Contractor hardware recommendations and request replacement with other appropriate equipment more suitable for County's current and future needs.

1.4 – DEFINITIONS

The capitalized terms listed below that are used throughout this Exhibit A shall have the definitions given to such terms in this *Section 1.4* below. All other capitalized terms used in this Appendix B without definitions shall have the meanings given to such terms in the Base Agreement.

1. "AAA" shall have the meaning specified in *Task 6 – Baseline Interface with SAMS*.
2. "COTS" shall have the meaning specified in *Section 1.1 – Overview*.
3. "Data Migration" shall have the meaning specified in *Task 4 – Migration of External Data*.
4. "Data Migration Plan" shall have the meaning specified in *Subtask 4.1 – Develop Migration Plan*.
5. "Data Migration Test" shall mean the System Test conducted to test migration of data in accordance with *Subtask 4.2 – Develop and Test Data Migration Methods*.
6. "Data Warehouse" shall mean a collection of data from various County systems, including but not limited the Solution and Interfaced Systems.
7. "Final User Acceptance Test"; "Final UAT" shall mean the final System Test conducted by Users, as further specified in *Subtask 8.3 – Conduct Final User Acceptance Test*.
8. "First Level Support" shall mean the first level help support to be provided by County's technical staff in response to questions and problems from users prior to the problem being reported to Contractor, as further specified in *Section 1.1 – Overview*.
9. "Go-Live Date" shall have the meaning specified in *Deliverable 8.3 – Go-Live*.
10. "Implementation Period" shall mean the period from the Effective Date of the Agreement through the Solution's Final Acceptance.
11. "Maintenance Period" shall mean the period from Final Acceptance through the end of the term of the Agreement.
12. "Project Plan" shall have the meaning specified in *Subtask 1.1 – Develop Project Plan*.
13. "System Environment" shall have the meaning specified in *Section 1.3 – Facilities and Furnished Items*.
14. "System Maintenance Plan" shall have the meaning specified in *Subtask 9.1 – Develop System Maintenance Plan*.

15. “User Acceptance Test”; “UAT” shall mean the System Test conducted by Users, as specified in *Subtask 2.4 – Develop UAT Plan*.
16. “UAT Plan” shall have the meaning specified in *Subtask 2.4 – Develop UAT Plan*.
17. “Vendor” shall have the same meaning as Contractor.
18. “Volume Test” shall mean the System Test for testing the Solution for handling data volumes conducted in accordance with *Subtask 3.2 – Develop and Execute Volume Test*.
19. “Warranty Period” shall also have the meaning specified in *Subtask 8.4 – Maintain Non-Deficient Production Use*.

2.0 – TASKS AND DELIVERABLES

TASK 1 – PROJECT ADMINISTRATION

Contractor shall provide full project management, planning, monitoring, supervision and tracking and control of all project activities during the term of the Agreement. Contractor shall employ project management industry standards and practices in the performance of all Work.

SUBTASK 1.1 – DEVELOP PROJECT PLAN

Contractor shall review the System Requirements with County’s Project Manager. Based upon that review, Contractor shall have the primary responsibility of preparing a project plan (hereinafter “Project Plan”) document and submitting it for written approval to County’s Project Manager. County shall work closely with Contractor during the preparation of the Project Plan. County shall have the final discretion in requiring an order of tasks and deliverables and/or a dependency of paid and unpaid tasks and deliverables to other paid or unpaid tasks and deliverables.

DELIVERABLE 1.1 – PROJECT PLAN

Contractor shall provide the Project Plan for approval, which shall, at a minimum, include the following:

1. All Work described in this Statement of Work and elsewhere in the Agreement;
2. The Project Plan developed in County-specified version of Microsoft Project (currently 2007), which shall include:
 - a. All Deliverables, including those referenced in the Pricing Schedule,
 - b. All Tasks, Subtasks, Deliverables and other Work,
 - c. Associated dependencies among Tasks, Subtasks, Deliverables and other Work,
 - d. Resources assigned to each Task, Subtask, Deliverable and other Work,
 - e. Start date and date of completion for each Task, Subtask, Deliverable and other Work,
 - f. Proposed County review period for each Deliverable,
 - g. Proposed Milestones, and
 - h. Other information reasonably required by County;
3. Identification of all Contractor Key Personnel and Contractor Key Staff;

4. A Deficiency management plan, documenting the approach to Deficiency management, including methodology, recommended tool(s) and escalation process;
5. Approach to project communications;
6. A risk management plan, documenting the approach to risk analysis (e.g., the evaluation of risks and risk interactions to assess the range of possible project outcomes), risk mitigation (e.g., the identification of ways to minimize or eliminate project risks), risk tracking/control (e.g., a method to ensure that all steps of the risk management process are being followed and, risks are being mitigated effectively) and clearly establishing a process for problem escalation, to be updated, as needed, through the term of the Agreement;
7. Initial identification of risks that may impact the timely delivery of the Solution;
8. Project staffing and resource management plan;
9. Configuration and change management plan. Changes, in this context, refer to changing the functionality of, or adding additional functionality (e.g., changes to the project scope) to, any Solution component. The approach shall ensure that the impact of and rationale for each change are analyzed and coordinated prior to being approved; and
10. Acceptance criteria for Deliverables, which shall be based on the terms of the Agreement, including the Statement of Work and the actual tasks being competed, and shall include all documentation, whether stated in the SOW or not, that is consistent with good analytical practices, as determined by County.

Contractor shall prepare and provide to County a finalized Project Plan pursuant to *Subtask 1.1 – Develop Project Plan*. The Project Plan may be modified only if such modification has been approved in advance in writing by County's Project Manager. The Project Plan shall be the basis for the Project Schedule, which shall be updated upon finalization of the Project Plan and shall be attached to the Agreement as *Exhibit C (Project Schedule)*.

SUBTASK 1.2 – PREPARE STATUS REPORTS AND CONFERENCES

Contractor shall provide ongoing project administration, which shall include, but not be limited to, the following:

1. Project Plan monthly status reports; and
2. Updates to the Project Plan and the Project Schedule.

Contractor's Project Manager shall provide full project management and control of project activities. Contractor's Project Manager shall present to County's Project Manager written status reports documenting project progress, plans and outstanding issues. Contractor's Project Manager shall meet with or conduct a status update conference with County's Project Manager on a weekly basis, or as otherwise agreed to by County and Contractor, to review project status reports and any related matters. All variances shall be presented to County for approval at status meetings. The first report shall be presented to County's Project Manager one (1) week following the Effective Date in a format approved by County. This *Subtask 1.2* shall include, but not be limited to:

1. Project planning and direction;
2. Contractor staffing and personnel matters, including management of Contractor technical staff;

3. Evaluation of results and status reporting;
4. Incorporation of County's System Requirements, including, but not limited to, all business, functional and technical requirements;
5. Incorporation of required software modifications, if any; and
6. Management and tracking of all issues and their resolution.

Contractor's Project Manager and County's Project Manager shall report project status on a regular basis and shall participate in monthly status meetings. The project and reporting system shall include, but not be limited to, the following components:

1. Kick off meeting;
2. Updated Project Plan; and
3. Status reports and meetings or teleconferences.

The project status reports prepared by Contractor's Project Manager pursuant to this *Subtask 1.2* shall be used as the mechanism for Contractor to report any project risks or problems identified as part of the implementation process.

DELIVERABLE 1.2 – COMPLETE STATUS REPORTS AND CONFERENCES

Contractor's Project Manager shall prepare and present to County's Project Manager written status reports documenting project progress, plans and outstanding issues in accordance with *Subtask 1.2 – Prepare Status Reports and Conferences*. Contractor's Project Manager shall meet with or conduct a status update conference with County's Project Manager at least monthly, or as otherwise agreed to by County and Contractor, to review these project status reports and any related matters. All variances shall be presented for approval by County at status conferences. The first report shall be presented to County's Project Manager one (1) week following the Effective Date in a format approved by County.

TASK 2 – BASELINE APPLICATION IMPLEMENTATION

Contractor, with assistance and cooperation from County's Project Manager, shall analyze and validate the System Requirements for the implementation of the Solution.

SUBTASK 2.1 – VALIDATE BASELINE CUSTOMIZATIONS

Contractor, with the assistance and cooperation from County's Project Manager, shall analyze and validate the Baseline Customizations selected by County to be made to the Core Application for inclusion into the Solution. Contractor shall include the timeframes for the development of the Baseline Customizations specifications, design, development, implementation and installation and specify how regression testing will be handled for future software releases of the Solution.

DELIVERABLE 2.1 – BASELINE CUSTOMIZATIONS

Contractor shall submit a report to County's Project Manager certifying that the Baseline Customizations have been validated pursuant to *Subtask 2.1 – Validate Baseline Customizations*, have been installed with documentation and applicable instructions and are operational within the Sandbox and are available for County to test.

SUBTASK 2.2 – DEPLOY SANDBOX

Contractor, with assistance and cooperation from County's Project Manager, shall analyze and validate the requirements for the implementation of the Solution and complete all steps necessary to set up and configure the Server Environment for the Sandbox for purposes including testing and training of County designated staff. This deployment shall include the current Core Application and any Third Party Applications. The Baseline Customizations and Baseline Interfaces shall be deployed within the Sandbox for testing pursuant to *Deliverable 1.1 – Project Plan*. The Sandbox shall, at the appropriate time, be populated with conversion data and shall be refreshed periodically as requested by County. During the Maintenance Period, the Sandbox shall be periodically refreshed to match the Production Environment as requested by County, including configuration tables and County data, in such a way that the Sandbox shall match as closely as possible the Production Environment.

DELIVERABLE 2.2 – DEPLOYED SANDBOX

Contractor shall submit to County's Project Manager for approval a report, including all appropriate documentation, demonstrating that:

- The Solution is configured and deployed in the Sandbox and available to County project staff for use;
- Login instructions and passwords have been provided to County;
- Complete written manuals and other applicable documentation covering the Application Software have been issued to each County designated staff member as part of the training; and
- The Solution is tested within the Sandbox for functionality and data integrity.

SUBTASK 2.3 – DEVELOP AND VALIDATE CLIENT WORKSTATION CONFIGURATION

Contractor, with the assistance of County's Project Manager, shall develop the Client workstation configuration for the County selected Client Environment. Contractor shall validate that the workstation configuration works correctly with the Solution. Additionally, as part of this *Subtask 2.3*, Contractor shall:

- Supply to County everything for County to independently configure the Client workstation for proper operation with the Solution, including but not limited to all drivers, tools and other software, together with the appropriate instructions and specifications, as necessary for County workstations, including but not limited to, touchscreen and scanners, to properly interact with the web hosted Application Software; and
- Train designated County technical staff how to complete the configuration; and
- Provide to County updates on any Client configuration component at no additional charge during the term of the Agreement.

DELIVERABLE 2.3 – CLIENT WORKSTATIONS CONFIGURED AND VALIDATED

Contractor shall provide a report for approval to County certifying that:

- The Client workstation configuration works correctly with the Solution;
- County has received all materials, drivers, tools and appropriate instructions and specifications regarding the configuration of the Client workstations;

- County has successfully completed Client workstation configurations that are connected to and operate correctly with the Solution; and
- Contractor has established a method and procedure to regression test any Solution update or change against County's Client workstation configuration within its own organization prior to release of that Solution update or change to County.

SUBTASK 2.4 – DEVELOP UAT PLAN

Contractor shall develop and complete a plan for the User Acceptance Test (hereinafter "UAT") plan (hereinafter "UAT Plan") that, at a minimum:

- Provides for County's participation in acceptance testing as modules and tasks are completed; and
- Provides for a Final User Acceptance Test (hereinafter "Final UAT") after certification of technical and functional readiness prior to Go-Live.

DELIVERABLE 2.4 – UAT PLAN

Contractor shall submit to County's Project Manager for approval the UAT Plan developed by Contractor pursuant to *Subtask 2.4 – Develop UAT Plan*.

SUBTASK 2.5 – COMPLETE BASELINE APPLICATION CONFIGURATION

Contractor shall work with County to complete all technical steps needed to deploy the Solution within the Sandbox for County's project staff use, including the Baseline Application consisting of the Core Application, Third Party Application, Baseline Customizations and Baseline Interfaces.

DELIVERABLE 2.5 – DEPLOYED BASELINE APPLICATION

Contractor shall submit to County's Project Manager for approval a report, including all appropriate documentation, demonstrating that:

- The Baseline Application, including Baseline Interfaces, of the Solution is configured, deployed and available to County's project staff to use for testing;
- The Solution tested for functionality and data integrity; and
- The County has been able to logon to the host using County configured Client workstations and Contractor configuration and to successfully use all functions, including Solution touchscreen and scanner operations as part of the hosted application, in the Sandbox and/or production testing/development environment.

TASK 3 – RESPONSE TIME BASELINE AND VOLUME TEST

SUBTASK 3.1 – ESTABLISH RESPONSE TIME BASELINE AND METHOD

Contractor, with County approval, shall establish a transaction Response Time method by which County can directly monitor the Response Time of the Solution. County will determine the baseline based on Contractor input, County experience with the Solution and Response Time data collected via established method.

Response Time monitoring method must be established and in place prior to any Volume Tests in such a way that those tests can be monitored for Response Time. Contractor shall work closely

with County in establishing a baseline and method. Response Time Baseline and method shall include, but not be limited to, Contractor's bandwidth, bandwidth speed and hosted Solution.

Response Time measurements shall include, but not be limited to, separate measures for:

- Data Extract downloads;
- Standard add, edit, screens;
- Standard predefined reports; and
- Ad hoc reports.

Contractor will be responsible for maintaining a hosted Response Time that does not restrict or delay County operations while using the web based Solution. County will revisit Response Time Baseline from time to time as required to ensure that the hosted Solution does not restrict or delay County operations.

DELIVERABLE 3.1 – RESPONSE TIME METHOD AND BASELINE ESTABLISHED

Contractor shall present to County for approval a report pursuant to *Subtask 3.1 – Establish Response Time Baseline and Method* for County to monitor the Response Time of the Solution. County criteria for acceptable Response Time will be established by comparing Contractor Response Time Baseline measurements and history against the actual County business environment, where the expectation is that the System waits for the user as opposed to the user waiting for the System.

Contractor will train County in the agreed upon method of Response Time monitoring. County will apply the above concept of System waiting for user to the initial acceptance of this *Deliverable 3.1 – Response Time Method and Baseline Established*. County will monitor and revisit Response Time as needed.

SUBTASK 3.2 – DEVELOP AND EXECUTE VOLUME TEST

Contractor, with assistance and cooperation from County's Project Manager, shall analyze and validate the requirements for the implementation of the Solution and complete all steps necessary to configure the Solution in its host environment. This includes, but is not limited to:

- Estimating traffic, sizing and volume testing the configuration;
- Analyzing the effects of access to reporting tools and running reports from the System at the same time as data entry is taking place; and
- Employing various methods for load balancing between User entry and access vs. User reporting tasks.

DELIVERABLE 3.2 – VOLUME TEST COMPLETED

Contractor shall submit to County's Project Manager for approval a report, including all appropriate documentation, demonstrating that, pursuant to *Subtask 3.2 – Develop and Execute Volume Test*:

- The Solution Volume Test(s) have achieved successful results, in summary and detail;
- Any necessary corrective actions were taken to achieve successful volume testing; and

- The Solution integration between the Application Software and all other components is established and functional.

TASK 4 – MIGRATION OF EXTERNAL DATA

Contractor shall have the primary responsibility for the conversion and migration of Existing Data (hereinafter “Data Migration”). County’s External Data shall come from multiple sources, including the consumer and other data from the existing AAA system (to be extracted by County in the form of a table). Additionally, individual Centers have multiple Microsoft Office compatible tables of consumers, emergency contacts and service delivery data.

SUBTASK 4.1 – DEVELOP MIGRATION PLAN

As part of Data Migration, Contractor shall provide a plan for Data Migration (hereinafter “Data Migration Plan”), which shall address the tasks relating to Data Migration, including but not limited to:

- Providing Data Migration Plan;
- Performing Data Migration mapping (i.e., initial mapping, Q/A with County, validation);
- Preparation of Data Migration templates;
- Facilitation of County population of Data Migration templates;
- Performing pre-Data Migration validation of data;
- Ensuring that the Solution has an index based on the SAMS consumer ID for use by the barcode scanners;
- Documentation of any Data Migration issues;
- Testing of Data Migration in the Sandbox; and
- Final Data Migration into the Production Environment immediately prior to Go-Live.

DELIVERABLE 4.1 – DATA MIGRATION PLAN

Contractor shall provide to County’s Project Manager for approval the Data Migration Plan developed pursuant to *Subtask 4.1 – Develop Migration Plan*.

SUBTASK 4.2 – DEVELOP AND TEST DATA MIGRATION METHODS

Contractor shall develop Data Migration methods and Data Migration Tests including methods for migration of data from SAM’s system and Center data files by completing, at a minimum, the following tasks:

- Creation of scripts, Data Migration Test, importing of data;
- Validation of volume Data Migration Test by moving data into the Sandbox, in such a way that the data can be accessed correctly for other testing; and
- Documentation of any Data Migration issues.

Contractor shall repeat these tasks as necessary until the Data Migration Test passes to the satisfaction of County.

DELIVERABLE 4.2 – TESTED DATA MIGRATION

Contractor shall submit to County for approval a report, including all appropriate documentation, confirming that the Data Migration Test, including testing of the volume migration test data, has successfully passed pursuant to *Subtask 4.2 – Develop and Test Data Migration Methods*.

SUBTASK 4.3 – COMPLETE PRODUCTION DATA MIGRATION

Contractor shall complete Data Migration to the Production Environment immediately prior to Go-Live and after Data Migration has been tested and approved pursuant to *Deliverable 4.2 – Tested Data Migration*. The Sandbox shall be loaded with the same migrated data as production for testing.

DELIVERABLE 4.3 – PRODUCTION DATA MIGRATION

Contractor shall submit to County for approval a report, including all appropriate documentation, confirming that the Data Migration to the Production Environment has been completed and that the data in Sandbox matches production.

TASK 5 – SOLUTION TRAINING

Training is a key element in system implementation and also can be resource intensive. Contractor shall be required to provide System Training as described in this *Task 5 – Solution Training* below. County, in its sole discretion will select the training options from *Section 5.1 – County Training* below based on the pros and cons relating to the proposed Solution and the various training methods.

5.1 – COUNTY TRAINING

Contractor shall be required to provide the following County selected training.

Online Training: Contractor will train CSS technical staff and Solution Users utilizing WebEx administered by Contractor, online user interactive method and/or other recognized standard training methods. Sessions to be recorded, stored and made available for future County use as described Deliverable 5.1 Training Plan. Contractor shall provide all training materials, including printed manuals, for each trainee.

5.2 – TRAINING GENERAL SPECIFICATIONS

Contractor shall provide knowledgeable trainers in both the Solution and community and senior center services and management. Contractor shall provide individual printed manuals for each student at the time of training, customized to the different types of classes, as appropriate.

Scenarios for class exercises shall also be in printed form as step by step instructions with screen captures to enable students to redo the exercises after training, with the exception of overviews.

There will be two types of classes: User and Technical.

Each type of training must include separate classes for the two following groups:

- a. The CSS Technical Staff that will be handling First Level Support. Contractor is expected to allocate at least one (1) full day of training or two (2) four (4) hour sessions.
- b. The Solution Users training should be allocated for training sessions of eight (8) hours long. Unless otherwise agreed to by County, each training session must be offered at least two (2) times.

For on-site training (if option is selected) conducted at CSS Headquarters, students will be at a ratio of one to one with the laptops provided by County. There will also be provided a trainer laptop and a projector for the classroom.

Training population shall consist of:

- **Technical Staff:** including six (6) Information Technology technical staff and two (2) from administration group, for an estimated total of eight (8) technical staff.
- **Users:** including three (3) per Center, ten (10) CSS Administrative and six (6) Information Technology technical staff, for an estimated total of fifty-eight (58) users.

The tasks relating to System Training shall include, but not be limited to:

- Completion of a Training Plan;
- Completion of training scenarios;
- Class scheduling that ends prior to Go-Live;
- Working closely with County staff to maximize effectiveness of the training; and
- Administering proficiency tests.

SUBTASK 5.1 – DEVELOP TRAINING PLAN

Contractor shall develop and provide to County a Training Plan for System Training that shall include all training tasks associated with this project, including training of Users, County technical support and other staff designated by County as described in this *Task 5* above, including *Section 5.1 – County Training* and *Section 5.2 – Training General Specifications*.

DELIVERABLE – 5.1 TRAINING PLAN

Contractor shall submit to County’s Project Manager for approval the Training Plan developed pursuant to *Subtask 5.1 – Develop Training Plan*.

SUBTASK 5.2 – DEVELOP TRAINING SCENARIOS

Contractor shall complete, test and validate functioning in the Sandbox environment of the following training scenarios, including, at a minimum:

For User classes:

1. Navigation
2. Entry of new consumer
3. Recording brief services
4. Staff recording services for a consumer
 - a. Touchscreen
 - b. Barcode Scan
 - c. Direct Entry
5. Consumer recording services for themselves
 - a. Touchscreen

- b. Barcode Scan
- c. Direct Entry
- 6. Use of Web
 - a. For Pre-Intake demographic entry
 - b. For service registration
- 7. Access to and the use of reports and reporting tools.

For Technical Staff classes: (Note: Technical Staff must have already attended regular User training.)

- 1. System configuration
- 2. Troubleshooting techniques for County's First Level Support, how to access and use Contractor's customer services
- 3. Advanced training on use of:
 - a. Reports
 - b. Report tools
 - c. Ad hoc reporting tools.

DELIVERABLE 5.2 – TRAINING SCENARIOS

Contractor shall submit to County's Project Manager for approval a report that includes the printed and electronic training scenarios, together with notification of how to access such training scenarios, developed pursuant to *Subtask 5.2 – Develop Training Scenarios*.

SUBTASK 5.3 – CONDUCT PRODUCTION TRAINING

Contractor shall conduct and complete System Training, including the User and Technical Staff training, prior to Go-Live Date. Such training shall include, but not be limited to:

- 1. Hands-on classroom training, WebEx lead training and/or other training as agreed to in the Training Plan. All training options must include sign-in sheets and proficiency tests and results in paper or electronic format, as appropriate.
- 2. Updating and correcting training scenarios and documentation.
- 3. Providing to each student individual user manual that, at a minimum, includes:
 - a. Step by step guides
 - b. Screen captures
 - c. Detailed documentation sufficient to independently replicate the training scenarios in the Sandbox.

Any Deficiencies discovered by Contractor or County during the process of training shall be documented by Contractor and corrected.

DELIVERABLE 5.3 – COMPLETED PRODUCTION TRAINING

Contractor shall submit to County’s Project Manager for approval a report that certifies that the Solution production training has been completed. The report shall at a minimum include:

- All staff sign-in sheets for all classes of training conducted pursuant to *Subtask 5.3 – Conduct Production Training*;
- Updated training scenarios with documentation and copies of individual user manuals in printed and electronic form, as appropriate; and
- A listing of Deficiencies, including the corrective action status, dates and fixes identified to date, including those identified by County or Contractor during training.

This *Deliverable 5.3 – Completed Production Training* must be completed prior to Go-Live and shall not interfere with the Final UAT.

TASK 6 – BASELINE INTERFACE WITH SAMS

In addition to *Task 4 – Migration of External Data* for data conversion, Contractor shall develop and provide a method for importing consumer updates from the Harmony SAMS system. The Harmony SAMS system consumer identification (hereinafter “ID”) number must be included and stored within the Solution as the primary identifier for claiming services in SAMS. The Interfaces with the Solution must include an automated method of exporting consumers and Area Agency and Aging (hereinafter “AAA”) services to SAMS for County AAA claiming to the State of California.

SUBTASK 6.1 – ESTABLISH METHOD AND TEST CONSUMER IMPORT

Contractor shall on a periodic basis, as specified by County, import consumers and their basic demographics directly into the Solution database of existing consumers hosted by Contractor, as provided below.

1. This import will include a County identification number that the Solution must use for barcode scanning purposes.
2. Working with County’s Technical Staff, Contractor shall identify the best means by which to complete the import of new consumer records. The method must be an automated solution that can be scripted and is acceptable to County.
3. Currently, County uses the Harmony SAMS system for AAA case management and needs the SAMS ID to be imported into the Solution, where the County Code 39 barcode for scanning identification purposes is a separate unique ID number assigned with the ID card is issued and is also stored within the Solution.
4. Using the established method, Contractor shall conduct appropriate tests with County to enable County to validate via the Sandbox that consumers are imported and can be accessed using both the Solution index and County identification including scanner, keyboard and touchscreen.
5. Consumer records will be imported as an ongoing operation throughout the Maintenance Period for updating SAMS new consumers into the Solution consumer data tables.

DELIVERABLE 6.1 – PERIODIC CONSUMER IMPORT FUNCTIONAL

Contractor shall provide to County for approval a report with appropriate documentation that the consumer import method has been established and that the appropriate testing has been completed. Contractor shall demonstrate the import functionality to County in such a way that County can validate the functionality prior to approval of this deliverable by testing within the Sandbox. Additionally, Contractor shall warrant that the tested methods and processes have been added to the Production Environment and are supported through the Maintenance Period.

SUBTASK 6.2 – ESTABLISH METHOD AND TEST AAA SERVICE EXPORT TO SAMS

Contractor shall establish a method for exporting AAA services from the Solution to SAMS. This can be as simple as using the SAMS services batch file import feature or a more complex interface. Contractor, with assistance from County, shall test the Solution's export functionality using the Sandbox. The export must, at a minimum, include the SAMS ID and the AAA service delivery information. Contractor shall add the export functionality to the Production Environment once County has approved the corresponding deliverable.

DELIVERABLE 6.2 – AAA SERVICE EXPORT TO SAMS FUNCTIONAL

Contractor shall provide to County for approval a report with appropriate documentation that the export method has been established and that appropriate testing has been completed pursuant to *Deliverable 6.2 – AAA Service Export to SAMS Functional*. Contractor shall demonstrate the export functionality to County in order for County to validate the functionality prior to approval of this deliverable by testing within the Sandbox. Additionally, Contractor shall warrant that the tested methods and processes have been added to the Production Environment and are supported through the Maintenance Period.

TASK 7 – SOLUTION DATA EXTRACTION

Contractor shall complete all preparations and volume testing of the Solution Data extraction to the County Data Warehouse.

SUBTASK 7.1 – SET-UP SOLUTION DATA EXTRACTION

Periodic extraction of the Solution Data shall be set up pursuant to the applicable technical parameters specified in *Attachment A.1 (System Requirements)*. This task shall include, but not be limited to:

1. Working closely with County's technical staff in selecting the best County options for the extraction and subsequent transmission and receipt by County;
2. Completing a volume test that would simulate (or use County converted data) County volume of extraction;
3. Testing the extraction through to County receipt and validating that the data is received by County against the source of the extraction;
4. Automated and scripted data extractions in such a manner as to preclude human error from delaying or corrupting the data through incorrect procedure; and
5. Volume testing of time to download data that considers growth projections for the entire term of the Agreement.

DELIVERABLE 7.1 – SOLUTION DATA EXTRACTION FUNCTIONAL

Contractor shall submit to County's Project Manager for approval a report, including volume test results and required documentation, certifying that the Data Warehouse extraction has been successfully setup and is consistent with the applicable requirements pursuant to *Subtask 7.1 – Set-Up Solution Data Extraction*.

TASK 8 – SYSTEM PRODUCTION

Contractor shall make the Solution ready for Production Use by County, while completing the technical, functional and testing activities specified in this *Task 8* below.

SUBTASK 8.1 – ACHIEVE TECHNICAL READINESS

Contractor shall complete all tasks to ensure technical readiness, at a minimum, by completing the following tasks:

1. Analyzing County volumes;
2. Ensuring that network infrastructure and central processing are in place to handle the load from County Users;
3. Developing a mock volume test to enable County to simulate transactions against Contractor's host to reveal any bottle necks either locally or at the host site;
4. Developing formal Disaster Recovery Plan that includes an alternate backup / disaster recovery site; and
5. Performing site security review.

DELIVERABLE 8.1 – TECHNICAL READINESS

Contractor shall submit to County's Project Manager for approval a report that includes the formal Disaster Recovery Plan and a certification of completion of technical readiness to proceed to Production Use pursuant to *Subtask 8.1 – Achieve Technical Readiness*. The report shall include mock volume test results with appropriate documentation and submission of the Disaster Recovery Plan and site security documentation consistent with the applicable requirements set forth in Attachment A.1 (System Requirements).

SUBTASK 8.2 – ACHIEVE FUNCTIONAL READINESS

Contractor shall complete all tasks to ensure functional readiness of the Solution. County will participate in the testing of functional readiness. Contractor shall review the entire Solution from a functional perspective, including, but not limited to, functional deficiencies and System Maintenance as specified in the Service Level Agreement, including Maintenance Services and Support Services.

DELIVERABLE 8.2 – FUNCTIONAL READINESS

Contractor shall submit to County's Project Manager for approval a report certifying functional readiness of the Solution to move to Final User Acceptance Test in accordance with *Subtask 8.2 – Achieve Functional Readiness*.

SUBTASK 8.3 – CONDUCT FINAL USER ACCEPTANCE TEST

Contractor shall complete all support tasks to ensure that County's Final User Acceptance Test is completed and passed to the satisfaction of County. County will jointly with Contractor participate in the testing of the Solution in accordance with the UAT Plan. According to the UAT Plan, sufficient time shall be allocated for testing and retesting after *Deliverable 8.1 – Technical Readiness* and *Deliverable 8.2 – Functional Readiness* are submitted and approved by County. The list of Deficiencies shall be reviewed with special attention to any Deficiencies that are unresolved. Any unresolved Deficiencies shall be updated with current status, timeframe for resolution and other appropriate notes.

DELIVERABLE 8.3 – GO-LIVE

Following completion by Contractor and approval by County of *Deliverable 8.1 – Technical Readiness* and *Deliverable 8.2 – Functional Readiness*, Contractor shall submit to County's Project Manager for approval a report certifying that Final User Acceptance Test has been completed and the Solution is ready for Production Use pursuant to *Subtask 8.3 – Conduct Final User Acceptance Test*.

The Deficiency list shall be submitted with the certification. County, in its sole discretion, shall determine if any unresolved Deficiency(s) individually or cumulatively are critical to prevent the Solution from achieving Go-Live. County, in its sole discretion, upon successful completion of this *Deliverable 8.3 – Go-Live*, specify the date for Go-Live (hereinafter "Go-Live Date").

SUBTASK 8.4 – MAINTAIN NON-DEFICIENT PRODUCTION USE

Contractor shall bring the System on-line in Production Use and operate it for in the Production Environment for a minimum of forty-five (45) consecutive days from Go-Live without Major Deficiencies of Priority Level 1 or Priority Level 2 (hereinafter "Warranty Period"). Upon occurrence of a Major Deficiency, Contractor shall correct such Deficiency by re-performance pursuant to, and subject to the applicable provisions of, the Agreement including the Service Level Agreement. Contractor shall correct all Major Deficiencies identified during such 45-day period, even if the last correction occurs after such 45-day period. Occurrence of a Major Deficiency shall restart the 45-day consecutive cycle following identification and correction of such Deficiency. At County's sole discretion, the 45-day period may restart without final correction if there is some extraordinary situation that warrants that action. The Warranty Period shall continue until the System has successfully undergone a consecutive 45-day day cycle with no Major Deficiencies.

Contractor shall provide a log of all Deficiencies identified during such Production Use together with the solutions and correction timetables that shall include all Deficiencies still outstanding since the project start and all Deficiencies identified since Go-Live with appropriate status notations, indicating closing dates and resolution or if they are outstanding when they will be resolved.

DELIVERABLE 8.4 – FINAL ACCEPTANCE

Contractor shall submit to County's Project Manager for approval a report certifying that the Solution has been in Production Use for at least forty-five (45) consecutive days without Major Deficiencies and that all other Deficiencies discovered during such 45-day period have been corrected, as specified in *Subtask 8.4 – Maintain Non-Deficient Production Use*. The report shall

include documentation of all Deficiencies documented during the Warranty Period and a timetable for the correction of each such Deficiency in accordance with applicable standards for correcting such Deficiencies, as specified in the Agreement, including *Exhibit D (Service Level Agreement)* to the Agreement.

TASK 9 – SYSTEM MAINTENANCE

SUBTASK 9.1 – DEVELOP SYSTEM MAINTENANCE PLAN

Contractor shall work in conjunction with County staff to develop a plan for System Maintenance (hereinafter “System Maintenance Plan”), including Maintenance Services and Support Services, to be provided by Contractor in accordance with *Exhibit D (Service Level Agreement)* to the Agreement. The System Maintenance Plan shall address, at a minimum, the following System Maintenance services:

- Backup and disaster recovery;
- Service levels;
- Performance monitoring;
- Software enhancements and Updates;
- Self Escrow Solution Application Software delivery and
- Process for Optional Work.

DELIVERABLE 9.1 – SYSTEM MAINTENANCE PLAN

Contractor shall provide to County for approval the System Maintenance Plan developed in accordance with *Subtask 9.1 – Develop System Maintenance Plan*.

SUBTASK 9.2 – IMPLEMENT AND PROVIDE SYSTEM MAINTENANCE

Contractor shall work jointly with County to implement System Maintenance services, including Maintenance Services and Support Services, pursuant to the System Maintenance Plan.

Contractor shall provide System Maintenance, including Maintenance Services and Support Services, in accordance with *Exhibit D (Services Level Agreement)*.

If a problem can be resolved based on the technical training and materials provided by Contractor, then County’s technical staff will use reasonable efforts to resolve such problem prior to contacting Contractor. If County’s technical staff is unable to resolve the problem or if County determines that there is the problem stems from the Solution provided by Contractor, then the problem will be escalated by County to Contractor as a Deficiency for resolution, subject to the applicable remedies for Contractor’s failure to timely resolve the problem.

The Sandbox shall be maintained by Contractor in accordance with the terms of the Agreement for the term of the Agreement, as further described in *Exhibit D (Service Level Agreement)*.

During the Maintenance Period, the Sandbox shall be periodically refreshed to match the Production Environment as requested by County (including configuration tables and County data) in such a way that the Sandbox will match as closely as possible the Production Environment.

DELIVERABLE 9.2 – SYSTEM MAINTENANCE

Contractor shall provide System Maintenance, including Maintenance Services and Support Services, commencing upon Go-Live in accordance with *Subtask 9.2 – Implement and Provide System Maintenance*.

System Maintenance shall include without limitation:

- Providing and maintaining Server Hardware, including networking components;
- Monitoring of security and network activity and maintenance of Web services;
- Providing and maintaining Solution Software, including Server Software and Application Software consisting of Server Application and Client Application; and
- Providing Updates to the Solution Software including Server Software and Application, as appropriate.
- Providing the Solution Application Software to the County as “Self Escrow”, when Updates to the Application Software are completed, but not less than semi-annually. Method of delivery as required by County within the System Maintenance Plan.

TASK 10 – OPTIONAL WORK

SUBTASK 10.1 – PROVIDE OPTIONAL WORK

Following Go-Live, County may from time to time, during the term of this Agreement, submit to Contractor written requests for Optional Work using Pool Dollars, including Application Modifications consisting of Software Modifications and/or Additional Software, Professional Services consisting of Consulting Services and/or Additional Training, and Additional Products. Following County’s request for Optional Work, Contractor shall submit to County for approval a proposed Scope of Work for such Optional Work and a not-to-exceed Maximum Fixed Price calculated, as applicable, based on the Fixed Hourly Rate and a pass-through cost for Additional Products of third parties. Contractor shall also submit an estimation of personnel hours required to complete the Optional Work. County and Contractor shall agree on the Scope of Work for the tasks and deliverables to be performed, the goods to be delivered and the Maximum Fixed Price for such Optional Work.

DELIVERABLE 10.1 – OPTIONAL WORK

Upon County’s request for, and the parties’ agreement on the Scope of Work and the Maximum Fixed Price, Contractor shall provide to County Optional Work in accordance with *Subtask 10.1 – Provide Optional Work* and certify in writing that the Optional Work meets the requirements of the applicable Scope of Work, the Agreement including *Exhibit A (Statement of Work)* and *Exhibit D (Service Level Agreement)*, and the applicable industry standards.

Any Application Modifications and any products of Professional Services, once provided, shall become part of, and be deemed, the Solution. Furthermore, any enhancements or modifications to the System Requirements resulting from any Optional Work shall be incorporated into, and become part of, the System Requirements and the Solution.

ATTACHMENT A.1
SYSTEM REQUIREMENTS

The Solution shall include, at a minimum, meet all System Requirements specified in this Attachment A.1 (System Requirements).

SECTION 1 – BUSINESS INTERFACE REQUIREMENTS

1. Solution allows for the scheduling of daily events by appropriate staff including local center staff and central administrative staff.
2. Solution allows for maintenance of the consumer database maintained by appropriate staff including local center and central administrative staff.
3. Solution includes an additional field and searchable index of a County specified ID number for participants within the consumer database. This County specified ID number will be imported as specified in the SOW.
4. Solution includes recording of services;
 - i. By identifiable individual for an activity / event (Individual Service, usually barcode scanned).
 - ii. By a single entry of number of persons in the group for an activity / event (Group Services, usually entered as a summary number for a group).
 - iii. That has both the Individual Service recorded and Group Services recorded for the same activity / event (Mixed event where some persons are scanned and the others are a count only).
5. Solution includes having the ability to schedule events in advance, by appropriate staff including local center and central administrative staff.
6. Solution includes having events come from a table of standard event types and names maintained by designated County staff.
7. Solution includes having an override for adding additional events that are not in the “table of standard event types and names”.
8. Solution includes allowing service entry by multiple means including consumer self-check-in, staff registration and check-in.
9. Solution includes allowing temporary short registration in such a way that a consumer can select services and enter without having to complete a full registration.
10. Solution includes having free text comment areas for entering notes and other information into the Solution.
11. Solution includes having the ability to indicate and capture AAA services.
12. Solution includes having the ability to extract AAA Services and format electronically for batch input to County Harmony SAMS system.

13. Solution includes having the ability to capture, store and print;
 - i. lists of consumers for a scheduled activity; and
 - ii. Lists of consumers for a scheduled activity with emergency contact information.
Examples: consumers that may use physical workout equipment or attend field trips sponsored or provided by the Center.
14. Solution includes having the ability to quickly capture small but important services that staff provides such as information given, a referral, phone number given, by phone call or in person. Example: Male over 65 given information on senior meals program. Staff has a short cut with a mouse click or two.
15. Solution allows for County to make a consumer inactive and also reactivating a consumer that was made inactive.
16. Solution includes linking to Web mapping of any address stored in the system and local printing of maps.
17. Solution includes a manually requested search against existing consumers.
18. Solution includes when merging consumers, automatically searching against existing consumers and suggesting of possible matches for user to select.

SECTION 2 – USER INTERFACE REQUIREMENTS

1. Solution must include standard barcode scanning capability and scanner that can identify the consumer to the System at each point of entry for participants and/or other County designated staff use.
2. Solution includes a ‘designed for’ consumer facing touch screen with
 - i. Simplified menus and
 - ii. Graphic symbols in addition to simple menus. Example: A menu ‘Nutrition’ or ‘Meals’ would also have a picture / graphic of a plate of food or a recognizable symbol of that menu selection.
3. Solution includes multiple user interfaces, including staff, and simplified consumer displays and menus.
4. Solution includes displays in multiple languages.
5. Solution includes menus that progressively step down for volunteers and meal pre-registration.
6. Solution includes alternate method for consumer check-in by using the consumer phone number and first name, which is easy for consumers to remember and use themselves.
7. Solution includes visual interface designed to be compliant with Americans with Disability Act for aging or visually impaired consumer or County staff users.
8. Solution includes a user friendly approach of notifying a consumer that they have not completed registration but can select services and complete registration later.

SECTION 3 – SYSTEM REQUIREMENTS

1. All Minimum Requirements as stated in the RFP be included in the System Requirements and shall continue to be met for the term of the Agreement.
2. Solution is a true Web application and includes data entry, storage and retrieval systems that operate in real time from the hosted source.
3. Solution currently exists as community and senior center hosted and is in production at sites that can be equated to the needs and sizing configuration of County.
4. Solution includes robust security features that meets or exceeds County standards.
5. Solution includes protection for all information both specific and summary stored within the System from any access unless specifically authorized by County.
6. Solution includes providing periodic data extracts to County Data Warehouse.
7. Solution includes accepting periodic import of consumers, standard demographics and County ID numbers.
8. Solution includes touch screens data entry at multiple entry points to the County Centers.
9. Solution includes standard barcode scanner data entry at multiple entry points to the County Centers. (Currently set as Code 39.)
10. Solution includes capability for County to “upload” scanned consumer and services from a portable hand scanner.
11. Solution includes an open architecture in such a way that County requests for adding features can be accommodated.
12. Solution includes extensive use of tables to drive the System.
13. Solution includes tables for services and other reference tables modifiable by appropriate County staff.
14. Solution includes use of County accessible tables for drop down menus for completing standard data entry fields.
15. Solution includes ad hoc reporting tools that:
 - i. Allow County access to a subset of entered and viewable data and
 - ii. Are robust and allow County access to all entered and viewable data.
16. Solution includes allowing customizing Center activities and events by appropriate level of County staff.
17. Solution includes tracking consumers and services at both the group and individual level.
18. Solution includes the ability to import consumer data from other sources.
19. Solution includes the ability to export hosted data to County.
20. Solution includes having a robust search and retrieval of records.
21. Solution includes calculating age of person based on DOB or estimated DOB.

22. Solution includes tools for merging / splitting consumers stored within the System including:
 - i. County accessible tools and
 - ii. Vendor accessible tools.
23. Solution includes an option for reports to be run by local and central administrative staff, including:
 - i. Standard reports and
 - ii. Ad hoc reports.
24. Solution includes a “Sandbox” environment for demonstrations, testing and training for the term of the Agreement.
25. Solution includes ability to authenticate consumers via biometrics at additional cost as stated on the pricing sheet if County selects to add this feature in the future.
26. Solution includes ability to interface with Harmony SAMS system.
27. Solution includes ability for consumers to complete a self-intake via Web as a County selected Baseline Customization.
28. Solution includes ability for consumers to register for activities or events via Web.
29. Solution includes ability for “dashboards” for location directors and central administration to monitor activities and events.
30. Solution includes ability for County to add/modify screen fields as part of the Fall 2012 Solution Version Release, currently scheduled for release October 2012.
31. Solution includes ability for County to create forms for entering data into the System as part of the Fall 2012 Solution Version Release, currently scheduled for release October 2012.

SECTION 4 – REPORTING REQUIREMENTS

1. Solution includes capability to generate reports for all AAA services.
2. Solution includes capability of generating a report for temporary or partial registrations that can be printed including:
 - i. a short reminder;
 - ii. a pre-populated registration form; and
 - iii. a list that could print for consumers within a timeframe that have temporary or partial registrations.
3. Solution includes capability to generate reports of:
 - i. consumers that have attended or are going to attend an event and
 - ii. emergency contact information in addition to consumers participating that may be attending an event. Example: A field trip to a museum.

4. Solution includes capability to select standard reports by multiple filters including:
 - i. one Center, multiple Centers or all Centers,
 - ii. specified time periods, and
 - iii. one, multiple or all services or events.
5. Solution includes capability to select ad hoc reports by multiple filters including:
 - i. one Center, multiple Centers or all Centers,
 - ii. specified time periods, and
 - iii. one, multiple or all services or events.
6. Solution includes capability to generate a report for printing an event calendar for;
 - i. a specific Center, in both calendar format and list format, and
 - ii. multiple or all Centers in both calendar format and list format, at additional cost as stated on the pricing sheet if County selects to add this feature in the future.
7. Solution includes capability that allows for multiple means of report output including:
 - i. send to local printer,
 - ii. export to local PDF file, and
 - iii. Export to local Excel file.
8. Solution includes capability for providing ongoing activity reports, that shall include demographic information, date and activity / service type including:
 - i. by one location,
 - ii. by multiple locations, and
 - iii. by all locations.
9. Solution includes capability to generate activity, services and summary reports to County that shall include multiple filters and sorts including:
 - i. date,
 - ii. location or locations,
 - iii. activity,
 - iv. client demographic data, and
 - v. service type.
10. Solution includes capability to generate either a standard report or an ad hoc report output of consumer name, and County ID number, for export as an Excel or comma delimited file, including:
 - i. Selectable as a single consumer record and
 - ii. Selectable as multiple consumer records.

SECTION 5 – SECURITY REQUIREMENTS

1. County reserves the right to conduct a security audit for Contractor that handles or hosts County data.
2. Contractor shall maintain an Information Security Program, including written security policies, standards, procedures and guidelines.
3. Solution shall have information security infrastructure including a management framework that is established to initiate and control the implementation of information security within the organization.
4. Solution shall have security for third party access including organization IT facilities and information assets that control the access of non-organizational third parties and must be kept secure.
5. Solution shall include outsourcing security of information, which must be maintained even when the responsibility for the processing has been outsourced to another organization.
6. Solution shall include accounting of assets in such a way that there is an appropriate accounting of organizational assets (hardware, software, data, etc.).
7. Solution shall include security classifications that are used to indicate the need for, and priorities for, security protection of information assets.
8. Solution shall include security in job definitions and resourcing in such a way that security is addressed at the recruitment stage, included in job descriptions and contracts, and is monitored during an individual's employment.
9. Solution shall include security user training such that users are trained in security procedures and the correct use of IT facilities.
10. Solution shall include security procedures such that incidents affecting security are formally reported through management channels as quickly as possible with follow-up documentation.
**Note:* County contractors are required to report all security incidents to County.
11. Solution shall include IT facilities that include and support secure areas for critical or sensitive business activities.
12. Solution shall include equipment security such that equipment is physically protected from security threats and environmental hazards.
13. Solution shall include that information and information processing facilities are protected from disclosure to, modification of, or theft by, unauthorized persons, and controls should be in place to minimize loss or damage.
14. Solution shall include operational procedures and responsibilities for the management and operation of all computers and networks.
15. Solution shall include system planning and acceptance that insures the availability of adequate capacity and resources.

16. Solution shall include protection from malicious software by applying precautions to prevent and detect the introduction of malicious software such that the integrity of software and data is safeguarded.
17. Solution shall include routine procedures that are established for making backup copies of data, logging events and faults, and where appropriate, monitoring the equipment environment.
18. Solution shall include network management and security of computer networks that may span organizational boundaries such that information is safeguarded and the supporting infrastructure is protected.
19. Solution shall ensure that computer media is controlled and physically protected to prevent damage to assets and interruptions to business activities.
20. Solution shall ensure that exchanges of data and software between organizations are controlled to prevent loss, modification, or misuse of data.
21. Solution shall ensure that policies for information dissemination and entitlement must control access to computer services and data on the basis of business requirements.
22. Solution shall include user access management in such a way that there are formal procedures and controls for allocation of access rights to IT services.
23. Solution shall ensure that users must be made aware of their responsibilities for maintaining effective access controls, particularly regarding the use of passwords and security of user equipment.
24. Solution shall include network access control in such a way that connections to network services are controlled to ensure that connected users or computer services do not compromise the security of any other networked services.
25. Solution shall include operating system access control in such a way that access to computers is strictly limited through the use of appropriate access controls.
26. Solution shall include application access control in such a way that there are logical access controls that are enacted to protect application systems and data from unauthorized access.
27. Solution shall include the monitoring of system access and use in such a way that systems are monitored to ensure conformity with access policy and standards, to detect unauthorized activities and to determine the effectiveness of adopted security measures.
28. Solution shall include security for mobile commuting and teleworking in such a way that the organization examines the risks and applies the appropriate protection to the involved equipment or site.
29. Solution shall ensure that security is built into IT systems, security requirements are identified, justified, agreed to, and documented as part of the requirements definition stage of all I/T system development projects.
30. Solution shall ensure that security controls that conform to commonly accepted industry standards of good security practice and must be designed into applications system to prevent loss, modification, or misuse of user data.

31. Solution shall include cryptographic controls to protect the confidentiality, authenticity, or integrity of information; cryptographic systems and techniques must be used for complete protection of information that is considered at risk. *Note: County requires encryption or equivalent security on County consumer information.
32. Solution shall include security of system files in such a way that IT projects and support activities are conducted in a secure manner, the responsibility for controlling access to application system files must be assigned to and carried out by the owning user function or development group.
33. Solution shall include security in development and support environments in such a way that project and support environments are strictly controlled to maintain the security of application system software and data.
34. Solution shall include business continuity planning in such a way that they minimize and counteract interruptions to business activities.
35. Solution shall include disaster recovery planning in such a way that disaster recovery plans are available to provide recovery of IT systems, especially those required to support critical programs and services.
36. Solution shall include compliance with legal requirements that are relevant for each IT system which are then identified and documented.
37. Solution shall include regular reviews of security policy and technical compliance of the IT systems with organizational security policies and standards.
38. Solution shall include system audit considerations in such a way that there are controls over operational systems and audit tools during system audits to minimize interference to and from the system audit process and to protect the integrity and prevent the misuse of audit tools.
39. Solution shall include formal review and approvals from major stakeholders.

SECTION 6 – DATA EXTRACT AND IMPORT REQUIREMENTS

6.1 – DIRECT ACCESS REQUIREMENTS

Solution must include direct access from Contractor's data storage area to County's Data Warehouse for data extractions.

6.2 – DATA MOVEMENT REQUIREMENTS

If logistical or security issues make direct data access impractical, then an off-line extract/load process may be necessary. In this circumstance, off-line data will need to move from Contractor's site to County's site. Depending upon the database products used by Contractor, there are several methods for data movement that can be employed.

County requires that all core data and associated reference tables are available in some form.

Some potential data formats may be:

- Delimited ASCII Files (comma or other unique delimiters)
- Positional Column ASCII Files

- XML Data
- Oracle DMP file
- SQL Server .bak files

Some potential methods of data movement may be:

- FTP/FTPS
- SFTP
- Web Services (HTTP/HTTPS)
- Contractor specific technologies (i.e. Oracle Streams).

6.3 – DATABASE DOCUMENTATION REQUIREMENTS

County requires documentation describing the database, which includes but is not limited to:

- Database Catalog to include definitions of database objects such as tables, views, materialized views, synonyms, value ranges and indexes and
- Entity Relationship Model.

Additionally, Contractor must provide to County refreshed documentation for the duration of the Agreement term, reflecting all database modifications to the database schema (tables, view, materialized views, etc.) in a timely manner.

6.4 – REFRESH FREQUENCY REQUIREMENT

County has selected the daily extract option for the refresh frequency requirement.

6.5 – EXTRACT DOWNLOAD PERFORMANCE MEASURE REQUIREMENT

For any given period, the download(s) shall meet or exceed the speed of eighty percent (80%) of the time, using the following formula.

$$A/B = C$$

Where: A= The number of downloads where the download speed met or exceeded the expected speed. Each download speed calculated as an average speed for that specific total download.
B = the total number of downloads within that period.
C= The calculated A divided by B, expressed as a percentage of downloads that met the expected speed.

The initial download performance measure will be determined as part of *Subtask 7.1 – Set-Up Solution Data Extraction of Exhibit A (Statement of Work)*:

- The minimum downloads for a period shall be determined by the County based upon the Solution and selected extract method.
- The speed shall be determined by the County based upon the agreed upon method and County experience with downloading using that theoretical speed.
- Remedy shall be as specified in the Service Level Agreement.

6.6 – CONSUMER IMPORT REQUIREMENT

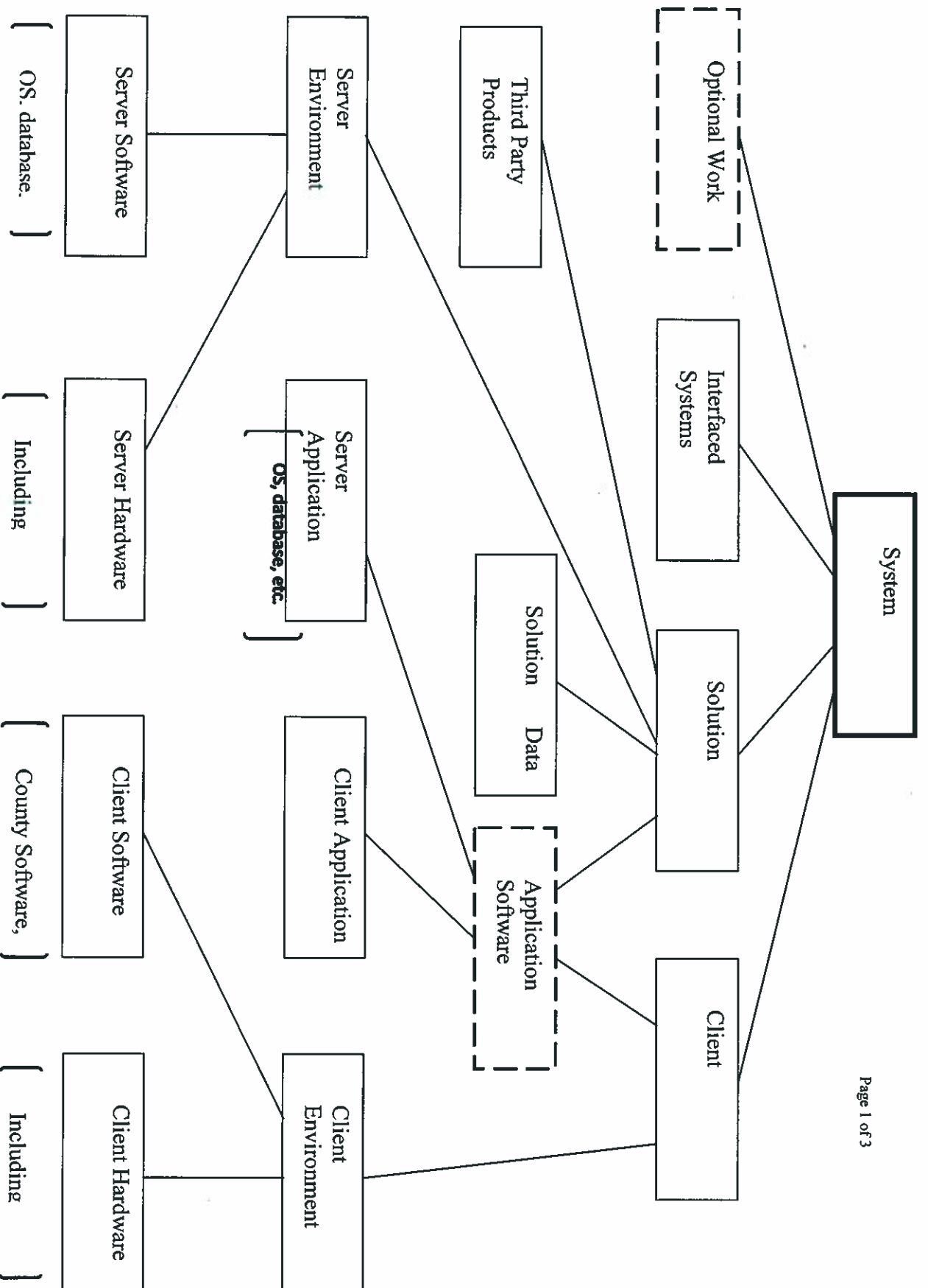
It is the intent of County to import consumer and other data from the Harmony SAMS AAA system as well as from Center independent data stores. The consumers of the Centers represent a significant subset of those AAA consumers. Periodically, County will import more consumers from SAMS that have been added since the last import.

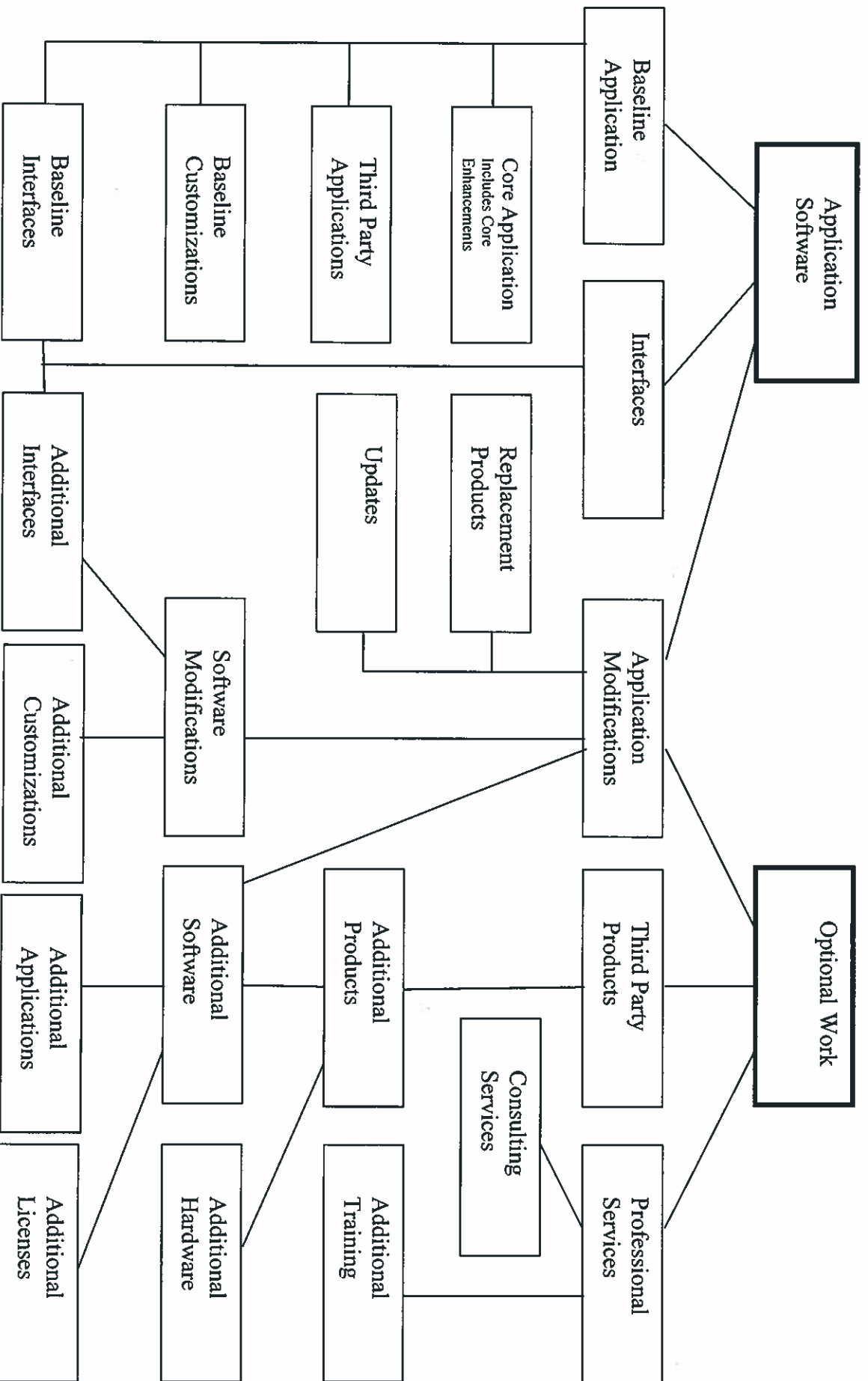
As of the Effective Date, the SAMS Consumer file is approximately 100,000. That will be refined during the SOW tasks. The file format can be either Excel or a Comma Delimited including:

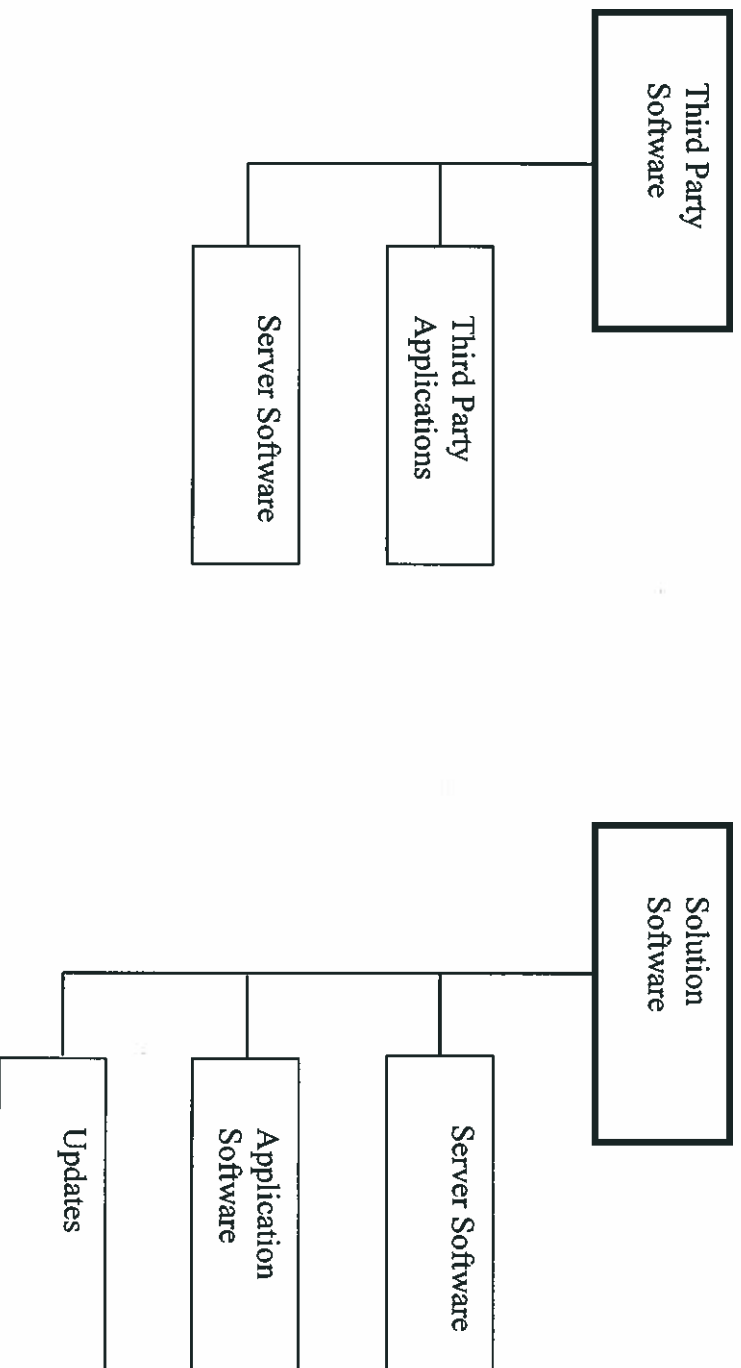
1. Basic consumer demographics.
2. Emergency contact.
3. Some service delivery information from Centers.
4. Other Center related information as needed.

ATTACHMENT A.2 **SYSTEM CONFIGURATION**

Page 1 of 3







ATTACHMENT A.3

BASELINE APPLICATION

Baseline Application will include all of the components specified in this *Attachment A.3 (Baseline Application)* below. The Statement of Work requires additional Interfaces for periodic import and export of data, Response Time monitoring and other selected Optional Work that will be added to the System based on the Statement of Work and County selected options.

1. CORE APPLICATION

The Baseline Application includes the enterprise version of the My Senior Center as the Core Application, which includes but is not limited to the following modules:

- Seniors (Consumer maintenance, merging, duplicates, email lists, mailing labels)
- Personnel (maintenance, reminders, categories and export functionality)
- Events (template design, room schedule, trips, reservations)
- Meals (templates, labels, invoice, hours)
- Transportation (generate ride list)
- Equipment (equipment inventory and check out module)
- Reminders (mass reminder module)
- Log (log maintenance module)
- Statistics (reports and statistics module)
- Ad hoc reporting tool
- Settings (Touchscreen, administrative functionality)
- Mobile Scanner (printing and synchronize)
- Security
- Manage Users
- Preferences
- Help Tutorials

2. BASELINE CUSTOMIZATIONS

The Baseline Application includes the following Baseline Customizations to the Core Application:

- Consumer self-intake via the Web, develop consumer interface for intake form.
- MySeniorCenter to accept via fixed and handheld scanners the County “Code 39” barcode cards.

3. BASELINE INTERFACES

The following Baseline Interfaces are included in the Baseline Application:

- Periodic Consumer Import
- AAA Service Export to SAMS

ATTACHMENT A.4
CLIENT ENVIRONMENT SPECIFICATIONS

The Solution will require the Client Environment with specifications listed in this Attachment A.4 (Client Environment Specifications) below or higher in order to meet the System Performance Requirements specified in the Agreement.

1. TOUCHSCREEN COMPUTERS

- MSI AE1920-001 Wind Top All-in-One or similar
(Lenovo, HP, Dell and Acer all have comparable models)
 - Win7 Pro
 - 2 GB Ram
 - 500 GB HD
 - 2.16 Ghz dual Core (or better)
 - Adobe
 - Flash Player 10.1 or greater
 - AIR
 - Reader
 - PDF Generator
 - NVIDIA 9300 Integrated Graphics
 - 256MB Vram
 - 1.3 MP Webcam with microphone
 - HD Audio 2.0 speakers
 - Microsoft Security Essentials (or similar)

2. WEB CAMERA

- Logitech c310 or similar
 - 1 per center

3. OMNI-DIRECTIONAL SCANNER

- Symbol LS 9203i Omni-directional barcode scanner with cable / power
 - 1 per touchscreen
 - Configured to read carriage return/line feed

4. HANDHELD SCANNERS

- Opticon OPN-2001 with mini-USB and rechargeable battery

5. KEYTAGS

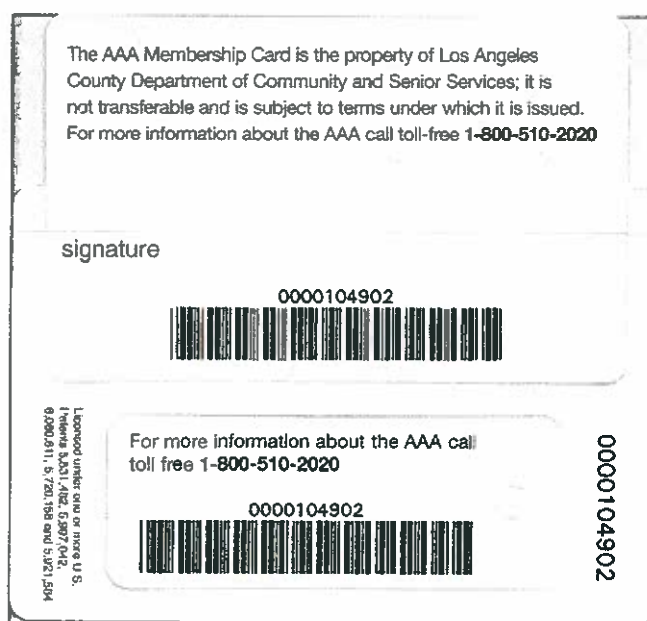
- Standard keytags – KT30-3 type 128
- County of Los Angeles Code 39 AAA Membership Cards
 - Sample attached

ATTACHMENT A.4 – CLIENT ENVIRONMENT SPECIFICATIONS

Below is a sample of County of Los Angeles Code 39 AAA membership card, for consumer scanning use, with Solution and My Senior Center Application.



Front



Back

ATTACHMENT A.5
COMMUNITY AND SENIOR CENTERS

Altadena Community Center
730 E. Altadena Drive
Altadena, CA 91001
Tony Brookins, Center Director

Altadena Senior Center
560 E. Mariposa Street
Altadena, CA 91001
Claudia Curry, Center Director

Antelope Valley Senior Center
777 W. Jackman Street
Lancaster, CA 93534
Ofelia Parris, Center Director

Asian Service Center
14112 S. Kingsley Drive
Gardena, CA 90249
Angela Bagmanian, Center Director

Centro Maravilla Service Center
4716 Cesar E. Chavez Avenue
Los Angeles, CA 90022
Liliana Garcia, Center Director

East Los Angeles Service Center
133 N. Sunol Drive
Los Angeles, CA 90063
Andrea Michel, Center Director

East Rancho Dominguez Service Center
4513 E. Compton Boulevard
Compton, CA 90221
Mario Muralles, Center Director

Florence/Firestone Service Center
7807 S. Compton Avenue
Los Angeles, CA 90001
Greg Robinson, Center Director

Los Nietos Senior Center
11640 E. Slauson Avenue
Whittier, CA 90606
Rosendo Garcia, Center Director

San Fernando Valley Service Center
7555 Van Nuys Boulevard
Van Nuys, CA 91405
Siddie Neal, Center Director

San Gabriel Valley Service Center
1441 Santa Anita Avenue
South El Monte, CA 91733
Donna Pierson, Center Director

San Pedro Service Center
769 W. Third Street
San Pedro, CA 90731
Elsie Larriva, Center Director

Santa Clarita Valley Service Center
24271 S. Main Street
Newhall, CA 91321
Brenda Mendoza, Center Director

Willowbrook Senior Center
12915 Jarvis Avenue
Los Angeles, CA 90061
Saundra Hamilton, Center Director

Potrero Heights Park Community & Senior Ctr
8051 Arroyo Dr
Montebello, CA 90640
Liliana Garcia, Center Director

Community and Senior Services (CSS) Headquarters
3175 West Sixth Street
Los Angeles, CA 90020
Jorge Merchan, Project Director

Red denotes a Senior Center

Bold denotes new center planned to open July 2012

EXHIBIT B

PRICING SCHEDULE

FOR

**COMMUNITY AND SENIOR CENTER
AUTOMATION SOLUTION**

MAY 2012

1. GENERAL

This Exhibit B (Pricing Schedule) sets forth the pricing and payment terms for the Work to be provided by Contractor under the Agreement. The following Schedules are attached to and form a part of this Exhibit B:

Schedule B.1 – Optional Work Schedule

2. DELIVERABLES

Contractor will be paid the Implementation Cost on a fixed-price basis for completed and accepted Deliverables as provided herein below. The payments shall be subject to holdbacks which will be withheld by County and released to Contractor pursuant to the provisions of *Paragraph 9.6 (Holdbacks) of the Base Agreement*. The Deliverable payments shall be calculated as follows.

$$\text{EXTENDED AMOUNT}^1 = \text{DELIVERABLE AMOUNT} - 10\% \text{ DELIVERABLE HOLDBACK}$$

DELIVERABLE	DELIVERABLE AMOUNT	10% HOLDBACK	EXTENDED AMOUNT ¹
1.1 Project Plan	\$0.00	\$0.00	\$0.00
1.2 Complete Status Reports and Conferences	\$0.00	\$0.00	\$0.00
2.1 Baseline Customizations	\$9,020.00	\$902.00	\$8,118.00
2.2 Deployed Sandbox	\$0.00	\$0.00	\$0.00
2.3 Client Workstations Completed and Validated	\$0.00	\$0.00	\$0.00
2.4 UAT Plan	\$0.00	\$0.00	\$0.00
2.5 Deployed Baseline Application	\$0.00	\$0.00	\$0.00
2.5 Deployed Core Software Configuration	\$0.00	\$0.00	\$0.00
3.1 Response Time Method and Baseline Established	\$9,020.00	\$902.00	\$8,118.00
3.2 Volume Test Completed	\$0.00	\$0.00	\$0.00
4.1 Data Migration Plan	\$0.00	\$0.00	\$0.00
4.2 Tested Data Migration	\$9,020.00	\$902.00	\$8,118.00
5.1 Training Plan	\$0.00	\$0.00	\$0.00
5.2 Training Scenarios	\$0.00	\$0.00	\$0.00
5.3 Completed Production Training	\$0.00	\$0.00	\$0.00
6.1 Periodic Consumer Import Functional	\$9,020.00	\$902.00	\$8,118.00
6.2 AAA Service Export to SAMS Functional	\$0.00	\$0.00	\$0.00
7.1 Solution Data Extraction Functional	\$0.00	\$0.00	\$0.00
8.1 Technical Readiness	\$0.00	\$0.00	\$0.00
8.2 Functional Readiness	\$0.00	\$0.00	\$0.00
8.3 Go-Live	\$9,020.00	\$902.00	\$8,118.00
8.4 Final Acceptance *	\$0.00	n/a	\$0.00
9.1 System Maintenance Plan	\$0.00	n/a	\$0.00
9.2 System Maintenance	\$0.00	n/a	\$0.00
10.1 Optional Work #	\$0.00	n/a	\$0.00
TOTAL – IMPLEMENTATION COST	\$45,100.00	\$4,510.00	\$40,590.00

* Holdbacks will be released to Contractor upon Final Acceptance.

Contractor will be paid for Optional Work following Contractor's completion and County's approval of such Work in accordance with the applicable Scope of Work and the terms of this Agreement.

3. IMPLEMENTATION COST

The Implementation Cost consists of the following pricing components:

IMPLEMENTATION SERVICES (ONE TIME)	TOTAL COST
Application Software Deployment	\$35,000
Data Migration	\$1,200
System Training (on-line)	\$2,000
Data Warehouse Extract	\$2,400
Response Time Monitoring	\$4,500
Ongoing Consumer Import	\$0.00
TOTAL IMPLEMENTATION COST	\$45,100

4. MAINTENANCE FEES

County will pay Contractor the Maintenance Fees monthly in arrears (Monthly Fees), or as otherwise may be required by County, calculated based on the Annual Fee of \$50,100 for each year of System Maintenance, as may be appropriately adjusted for Service Credits or other adjustments allowed under the terms of the Agreement. Annual Fees shall not increase during the term of the Agreement.

5. OPTIONAL WORK

Any agreed upon Optional Work shall be provided in accordance with *Paragraphs 5.4 (Optional Work) and 8.4 (Optional Work) of the Base Agreement and Task 10 (Optional Work) Exhibit A (Statement of Work)* following agreement on a not-to-exceed Maximum Fixed Price and the Scope of Work. All travel and living expenses must be included in the Maximum Fixed Price quoted. If included in the Maximum Fixed Price, such travel and living expenses may be reimbursed only if reasonable, are quoted and approved in advance by County, are based on actual expenditures and do not exceed County's then current travel expense reimbursement rates.

County and Contractor have agreed upon the pricing terms for the following Optional Work that may be provided following Go-Live.

OPTIONAL WORK	MAXIMUM FIXED PRICE
Biometrics – Develop and test integration of selected biometric scanning device into My Senior Center touchscreen software and search tools.	\$6,000
Print events from multiple centers on one calendar.	\$2,500
Keytags (batches of 300) with County specified logo on tags	\$140 / batch

6. POOL DOLLARS

This Agreement allocates the maximum amount of \$44,400 in Pool Dollars. Pool Dollars may be used for acquiring Optional Work provided by Contractor pursuant to the applicable terms of the Agreement as specified in Section 5 (Optional Work) above by executing a Change Notice in accordance with *Paragraph 4.2 (Change Notices) of the Base Agreement*. Following acquisition of Optional Work using Pool Dollars, Schedule B.1 (Optional Work Schedule) shall be updated by County to reflect the Optional Work acquired and the remaining Pool Dollars balance.

VI. CONTRACT SUM

Contract Sum shall be County's maximum obligation under the Agreement and shall include the cost of the Solution, Implementation Services, System Maintenance and Pool Dollars for Optional Work. The Contract Sum under the Agreement, including any and all sales tax amounts, is Three Hundred Forty Thousand Dollars (\$340,000) and includes the following components:

CONTRACT SUM COMPONENTS	SUBTOTAL	TOTAL
Implementation Cost (one time)		\$45,100
Annual Fees	\$50,100	\$250,500
Pool Dollars (Agreement term)		\$44,400
CONTRACT SUM		\$340,000

1. OPTIONAL WORK

ITEM NO.	DESCRIPTION / TYPE (CONSULTING SERVICES, ADDITIONAL TRAINING, ADDITIONAL HARDWARE, ADDITIONAL SOFTWARE, ADDITIONAL CUSTOMIZATIONS, ADDITIONAL INTERFACES)	REQUEST DATE	DELIVERY DATE	COUNTY APPROVAL DATE	MAXIMUM FIXED PRICE
	SUBTOTAL				\$

2. POOL DOLLARS

EVENT (Effective Date, Change Notice, Amendment)	EVENT DATE	ADJUSTED AMOUNT ("+", "-")	REMAINING AMOUNT
Effective Date	May __, 2012		\$ 44,400

EXHIBIT C
PROJECT SCHEDULE
FOR
COMMUNITY AND SENIOR CENTER
AUTOMATION SOLUTION

EXHIBIT C

PROJECT SCHEDULE

This Exhibit C (Project Schedule) sets forth the Due Dates for the provision by Contractor of the Implementation Services along with other Work to be provided under the Statement of Work. The Project Schedule shall be updated and finalized upon Contractor's completion and County's approval of *Deliverable 1.1 (Project Plan) of Exhibit A (Statement of Work)*.

DEL NO.	DELIVERABLE DESCRIPTION	MILESTONE	DUE DATE	DEPENDENCY
1.1	Project Plan			
1.2	Complete Status Reports and Conferences			
2.1	Baseline Customizations	1		
2.2	Deployed Sandbox			
2.3	Client Workstations Configured and Validated			
2.4	UAT Plan			
2.5	Deployed Baseline Application			
3.1	Response Time Method and Baseline Established	2		
3.2	Volume Test Completed			
4.1	Data Migration Plan			
4.2	Tested Data Migration	3		4.1,2.5
4.3	Production Data Migration			4.2
5.1	Training Plan			
5.2	Training Scenarios			5.1
5.3	Completed Production Training			5.2
6.1	Periodic Consumer Import Functional	4		
6.2	AAA Service Export to SAMS Functional			
7.1	Solution Data Extraction Functional			
8.1	Technical Readiness			All prior tasks
8.2	Functional Readiness			All prior tasks
8.3	Go-Live	5		8.1, 8.2
8.4	Final Acceptance			8.3
9.1	System Maintenance Plan			
9.2	System Maintenance			
10.1	Optional Work			

EXHIBIT D

**SERVICE LEVEL AGREEMENT
FOR
COMMUNITY AND SENIOR CENTER
AUTOMATION SOLUTION**

MAY 2012

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1. GENERAL

This Exhibit D sets forth the scope of, and Contractor's service level commitment regarding, the maintenance, operational support, hosting and monitoring of the Solution, including, but not limited to, service levels consisting of Maintenance Services, Support Services, correction of Deficiencies, Warranties and County's remedies for Contractor's failure to meet the service level commitment specified herein. Capitalized terms used in this Exhibit D without definition shall have the meanings given to such terms in the Base Agreement.

The following Schedules are attached to and form a part of this Exhibit D:

Schedule D.1 – Network Data Classification Standard

Schedule D.2 – IT Confidentiality and Acceptable Use Agreement (County of Los Angeles Agreement for Acceptable Use and Confidentiality of County's Information Technology Assets, Computers, Networks, System and Data)

2. SCOPE OF SERVICES

2.1 DESCRIPTION

Contractor shall provide service levels relating to System Maintenance specified in the Base Agreement and this Exhibit D, as more fully described below. System Maintenance shall include Maintenance Services and Support Services. System Maintenance shall commence upon Go-Live of the Solution and shall continue for the term of the Agreement.

2.2 DEFINITIONS

"Business Hours" shall mean 8:00 a.m. to 5:00 p.m. Pacific Time (PT) Monday through Friday except for County approved holidays.

"Critical Deficiency" shall mean a Deficiency of Priority Level 1, as further described in Section 5.2.1 (Problem Correction Priorities).

"Customer Support" shall have the meaning specified in Section 4.1 (Scope of Support).

"Days of Operation" shall mean 365/366 days per year, 6:00 a.m. to 9:00 p.m. Pacific Time (PT), excluding County recognized holidays and "Scheduled Downtime".

"Disabling Device" shall the meaning specified in Section 6.1 (General Warranties).

"Disaster" shall mean a catastrophic event that results in significant or potentially significant Downtime or disruption of the Production Environment and requires Contractor to invoke the Disaster Recovery Plan.

"Disaster Recovery" shall mean and refer to Contractor's obligations described in Section 4.5 (Backup and Disaster Recovery).

"Disaster Recovery Plan" shall have the meaning specified in Section 4.5 (Backup and Disaster Recovery).

"Downtime" shall mean the period of time when the Solution or any Solution component is unavailable, including Unscheduled Downtime and Scheduled Downtime.

"Low Deficiency" shall mean a Deficiency of Priority Level 4, as further described in Section 5.2.1 (Problem Correction Priorities).

Maintenance Services” shall mean any goods or services provided under this Agreement for maintaining the Solution, including but not limited to updates, corrections, enhancements and other Updates to the Solution, interfaces, data extractions, system availability, data security and reports, as further specified in Section 3 (Maintenance Services).

“Major Deficiency” shall mean a Deficiency of Priority Level 1 or Priority Level 2, as further described in Section 5.2.1 (Problem Correction Priorities).

“Moderate Deficiency” shall mean a Deficiency of Priority Level 3, as further described in Section 5.2.1 (Problem Correction Priorities).

“Monthly Fee(s)” shall mean 1/12th of the Annual Fees as specified in Exhibit B Pricing Schedule.

“Off-Business Hours” shall mean all hours that are not Business Hours or Scheduled Downtime.

“Peak Period” shall mean the combined times of 10:00 a.m. to 2:00 p.m. and 2:00 p.m. to 4:00 p.m. Pacific Time (PT) Monday through Friday except for County approved holidays.

“Priority Level” shall mean the applicable Deficiency severity level for correcting Deficiencies, as described in Section 5.2 (Resolution of Deficiencies).

“Response Time” shall mean the time elapsed for a transaction within the hosted gateway, as may be further specified in Attachment A.1 (System Requirements) and this Exhibit D.

“Response Time Baseline” shall mean the County specified baseline for Response Time, as further described in this Exhibit D, established in accordance with Subtask 3.1 (Establish Response Time Baseline and Method) of Exhibit A (Statement of Work).

“Response Time Deficiency” shall mean System not responding within the prescribed Response Time Baseline, as further described in Section 6.3 (System Performance Requirements).

“Scheduled Downtime” shall mean the Solution cannot be accessed due to System scheduled maintenance, including but not limited to preventive maintenance, updates, upgrades, scheduled reboots and restarts, as further described in Section 3.2 (Scheduled Downtime).

“Service Credits” shall mean credits or any other form of discount to be applied to the applicable Maintenance Fees for Contractor’s failure to timely correct Deficiencies as specified in this Exhibit D.

“Service Level Agreement”; “SLA” shall mean and refer to Contractor’s service level commitment regarding System Maintenance as required by the Agreement and this Exhibit D, including but not limited to Maintenance Services, Support Services and warranties specified herein.

“Severe Deficiency” shall mean a Deficiency of Priority Level 2, as further described in Section 5.2.1 (Problem Correction Priorities).

“Support Hours” shall have the meaning specified in Section 4.2 (Customer Support).

“Support Services” shall mean any goods or services provided under this Agreement in support of the Solution, including but not limited to updates, corrections, enhancements, customer support, interfaces, data extractions, system availability, data security, reports and any applicable regulatory compliance, as further specified in Section 4 (Support Services).

“System Availability” shall mean, with respect to any particular calendar month, the ratio obtained by subtracting Unscheduled Downtime during such month from the Total Monthly Time and thereafter dividing the difference so obtained by the Total Monthly Time.

“System Availability Deficiency” shall mean the System not meeting any of the System Availability requirements as specified in this Exhibit D.

“System Performance” shall mean the performance of the System with respect to Response Time, System Availability and Disaster Recovery.

“System Performance Deficiency” shall mean System not meeting any of the System Performance Requirements as specified in Section 6.3 (System Performance Requirements).

“System Performance Requirements” shall mean the requirements for System Performance, including Section 6.3 (System Performance Requirements).

“Total Monthly Time” shall mean all minutes in the Days of Operation for a calendar month, excluding Scheduled Downtime.

“Unscheduled Downtime” shall have the meaning specified in Section 7.2 (Service Credits).

3. MAINTENANCE SERVICES

As part of System Maintenance, Contractor shall provide maintenance of the System including the provision of Updates (hereinafter “Maintenance Services”), as provided in this Section 3.

3.1 SOLUTION MAINTENANCE

3.1.1 APPLICATION SOFTWARE

Contractor shall provide Updates to the Application Software to keep current with Contractor’s hosting technology standards, industry standards, Third Party Software upgrades, enhancements, updates, patches, bug fixes, etc., the System Requirements and as provided to Contractor’s general customer base in accordance with this Exhibit D, all in coordination with County’s Project Manager. By definition, such Updates shall include, but not be limited to, enhancements, Version Releases and other improvements and modifications to the Solution Software, including Application Software.

Without limiting the other provisions of this Agreement, including, without limitation, this Exhibit D, such Updates shall be provided to County at least twice every year, unless otherwise agreed to by County and Contractor. Contractor shall notify County of all such Updates to the Application Software prior to the anticipated installation date thereof. Contractor’s provision and installation of such Updates to the Application Software shall be at no additional cost to County beyond any applicable Maintenance Fees. Any Updates necessary to remedy security problems in the Application Software (e.g., closing “back doors” or other intrusion-related problems) shall be provided promptly following Contractor’s knowledge of such problems. County shall also be notified in writing within five (5) calendar days of Contractor’s knowledge of the existence of any intrusions or other security problems or breaches that may affect the integrity of the Solution Data or any other County data, subject to the provisions of Paragraph 18 (Confidentiality and Security) of the Base Agreement.

3.1.2 SERVER SOFTWARE

As part of Maintenance Services, Contractor shall provide maintenance of the Server Software comprising the Server Environment for the Solution, including but not limited to Operating Software, database software and other software installed in the Server Environment that is not

Application Software. Contractor shall update, upgrade or replace these Server Software components during the term of the Agreement to comply with the System Requirements and the warranties specified in this Agreement and to support and be compatible with the Application Software including any Application Modifications provided by Contractor under the Agreement.

Contractor shall provide Updates to the Server Software to keep current with Contractor's hosting technology standards, industry standards, Updates to the Application Software and other Application Modifications, all in coordination with County's Project Manager.

3.1.3 THIRD PARTY PRODUCTS

Maintenance Services additionally include maintaining compatibility of the Solution Software with any Third Party Products that may be acquired by County under this Agreement as Optional Work, including Third Party Software and Additional Hardware. Prior to the installation of any Third Party Product, or any update thereto, Contractor shall test and ensure such Third Party Product's compatibility with the then current version of the Solution Software. Contractor shall all ensure that the Solution Software is compatible with the required or critical updates to Third Party Products, including without limitation, service and compatibility packs and security patches, promptly upon their release.

Notwithstanding the foregoing, any Third Party Application that may be incorporated by Contractor, and shall become part of, the Application Software shall be subject to the same System Maintenance obligations and requirements as the Application Software components that are owned or are proprietary to Contractor.

3.1.4 SERVER HARDWARE

As part of Maintenance Services, Contractor shall provide maintenance of the Server Hardware components surrounding the Solution Software, including but not limited to all equipment and networking components. Contractor shall repair, upgrade or replace these Server Hardware components during the term of the Agreement to comply with the System Requirements and the warranties specified in this Agreement and to support and be compatible with the Solution Software including any Application Modifications provided by Contractor under the Agreement.

3.1.5 CLIENT ENVIRONMENT

As part of Maintenance Services, Contractor shall maintain the Solution's compatibility with the Client Environment recommended and approved by Contractor by providing, among others, Updates to the Solution Software and upgrading the Server Hardware during the term of the Agreement and following any update and/or upgrade by County of such Client Environment.

3.2 SCHEDULED DOWNTIME

Unless agreed to otherwise in advance by County and Contractor, Contractor shall provide all Maintenance Services, including installation of Updates, during Scheduled Downtime.

For the purpose of this Exhibit D, Scheduled Downtime shall occur on Sundays between the hours of 3:00 p.m. and 9:00 p.m. Pacific Time (PT). Contractor may change the Scheduled Downtime window by notifying County at least three (3) days prior to modifying the Scheduled Downtime, subject to approval by County's Project Manager. Any Downtime outside of the above window of time without such prior notice and County's Project Manager's approval shall be considered Unscheduled Downtime and shall entitle County to remedies as specified in this Exhibit D. Notwithstanding the foregoing, Contractor may request Solution Downtime for the

provision of an emergency correction to the Solution. Such Downtime shall be deemed Scheduled Downtime, provided that it has been approved by County's Project Manager.

4. SUPPORT SERVICES

4.1 SCOPE OF SUPPORT

Contractor's responsibilities for supporting the operation of the Solution (hereinafter "Support Services") shall include responding to problems reported and correcting Deficiencies as specified in this Exhibit D. As part of its Support Services, Contractor shall provide operational support for the Solution during the Support Hours, which shall include without limitation providing a point of contact for all System problems by maintaining a system for customer support ("Customer Support"). Such operational support shall include Support Services to correct any failure of the Solution and to remedy Deficiencies in accordance with Section 5 (Correction of Deficiencies) to ensure that the Solution operates in accordance with the Specifications, including System Requirements, warranties and other requirements under the Agreement. Requests for Customer Support will be submitted by County's technical support via telephone and/or Contractor's web-based trouble ticketing system. In the event that the Contractor's web-based trouble ticketing system is not available County, County may use email or any other reasonable means to request Customer Support. Customer Support shall respond with a plan for resolving each Deficiency and respond to County's Project Manager within the applicable required period specified in Section 5.2.1 (Problem Correction Priorities) depending on the Priority Level of the Deficiency.

4.2 CUSTOMER SUPPORT

In addition to the requirements specified in Attachment A.1 (System Requirements), Contractor's Customer Support service level requirements shall also include but not be limited to those listed below:

1. County designated technical support staff that provides First Level Support shall have access to Contractor's Customer Support through the methods outlined in this Exhibit D.
2. County shall have access to Contractor's Customer Support through the web-based trouble ticketing system or telephone. The trouble ticketing system shall provide for County a simple method to submit, track and update issues that require escalation to Contractor's Customer Support. The authorized County contacts will each receive an account and training on the ticketing system.
3. Contractor shall provide a telephone number for County staff to call during normal Business Hours. This telephone number shall be managed by an automated system to quickly connect County staff with the appropriate Customer Support personnel.
4. Contractor's automated system shall include the functionality of leaving detailed voice mails describing the issues. The voice mails must be responded to within 24 to 48 hours (excluding weekends and holidays).
5. Priority Levels for the Deficiencies shall be assigned according to definitions specified in Section 5.2.1 (Problem Correction Priorities).
6. Contractor shall respond within the period specified in Section 5.2.1 (Problem Correction Priorities) depending on the Priority Level of the Deficiency.

7. Contractor's Customer Support shall made be available to County between 8 a.m. and 5 p.m. Pacific Time (PT), Monday through Friday, excluding County observed holidays ("Support Hours").
8. Contractor's Customer Support shall work with County's Project Manager and County's technical support staff on correcting Deficiencies and keep such County personnel informed regarding the updates and scheduled timeframes to ensure that all maintenance windows are clearly communicated and the requirements of this Exhibit D are met.
9. Contractor shall triage and update submitted Deficiencies and requests to have the priority, description, type, version and other elements of each case modified by Customer Support based on the severity and business impact. The cases may be downgraded or upgraded in priority, and Contractor shall work with County to ensure that the case is diagnosed properly. In the event of any issues regarding a case, the parties may invoke the Dispute Resolution Procedure as defined in the Base Agreement.
10. Deficiency correction, timeframes and Service Credits for failure to timely correct any Deficiencies as specified herein shall be as specified in Section 5 (Correction of Deficiencies).
11. Enhancement suggestions to the Solution shall be submitted using Contractor's Customer Support ticketing system. Contractor shall conduct a preliminary evaluation within thirty (30) days and update the ticket with that preliminary evaluation. Contractor shall use this information in product enhancement planning.

4.3 SOLUTION DATA EXTRACTION

As part of Support Services, Contractor shall be responsible for the periodic extraction of the Solution Data from the Solution onto County's Data Warehouse. The extraction of the Solution Data and reference tables shall be executed weekly, unless otherwise elected by County, consistent with Task 7 (Solution Data Extraction) of Exhibit A (Statement of Work). Solution Data extraction shall be highly automated and shall be subject to the criteria specified in Attachment A.1 (System Requirements). Failure to deliver the Solution Data extraction as required more frequently than specified by extract option table below shall be deemed at a minimum a Priority Level 2 Deficiency. Solution Data extraction shall be performed by Contractor at no additional cost beyond the applicable Maintenance Fees.

EXTRACT OPTION TABLE

COUNTY SELECTED DATA EXTRACTION OPTION	PRIORITY LEVEL 2 DEFICIENCY FOR FAILURE TO DELIVER AT REQUIRED FREQUENCY
Daily	Once per Week
Weekly	Once per Month
Monthly	Once per Quarter (3 months)
Direct Access	Once per Week

4.4 RESPONSE TIME MONITORING

Contractor shall be responsible for monitoring Response Time of the System to ensure compliance with Subtask 3.1 (Establish Response Time Baseline and Method) of Exhibit A (Statement of Work), including the agreed upon Response Time Baseline(s) and any other applicable requirements specified in Attachment A.1 (System Requirements) and this Exhibit D.

Contractor shall perform Response Time monitoring at regular intervals and in sufficient detail to detect problems. Contractor shall provide County with direct access at any time to the data collected as a result Response Time monitoring. Whenever requested by County, Contractor shall provide County with reports and/or download that data along with all applicable documentation that may be necessary for County to independently monitor the Response Time of the System.

County reserves the right to periodically revisit the Response Time Baselines for resetting to ensure that the Response Time of the Solution does not restrict or delay County's operations.

4.5 BACKUP AND DISASTER RECOVERY

As part of Support Services, Contractor shall also be responsible for Disaster Recovery services and submission of a formal plan for Disaster Recovery ("Disaster Recovery Plan") as required by the provisions of Exhibit A (Statement of Work).

Contractor or County may declare an event a Disaster. Upon occurrence of a Disaster, Contractor shall provide the services outlined in the Disaster Recovery Plan. Contractor shall be subject to the following service level requirements as part of Disaster Recovery, which shall be contained in and are incorporated into the Disaster Recovery Plan:

1. Contractor shall have complete responsibility for restoration of the Solution.
2. In the event of a Disaster declaration, Contractor shall be required to maintain regular and consistent communication with County about the outage and steps taken to restore the Solution.
3. Contractor shall be required to make a declaration of a Disaster and invoke the Disaster Recovery Plan within twelve (12) hours from the disruption of the Production Environment or precipitating event.
4. Contractor shall restore the Solution Data to a point no greater than twenty-four (24) hours prior to the declaration of the Disaster by County or Contractor.
5. County shall be able to logon to the Disaster Recovery site within forty-eight (48) hours of the declaration of the Disaster by County or Contractor.
6. Contractor shall have at a minimum 50% capacity within forty-eight (48) hours and 100% capacity within ninety-six (96) hours of the declaration of the Disaster by County or Contractor.
7. Contractor's failure to make a declaration of a Disaster within twelve (12) hours shall result in the incident and deemed Unscheduled Downtime.

5. CORRECTION OF DEFICIENCIES**5.1 IDENTIFICATION OF DEFICIENCIES**

The Deficiencies under this Agreement may be identified either as a result of Contractor's use of its own monitoring system or discovered by County. Upon discovery of a Deficiency by County,

County will report the Deficiency to Contractor's Customer Support for resolution in accordance with this Exhibit D.

The Priority Level of a Deficiency shall be assigned according to the Priority Level definition set forth in Section 5.2.1 (Problem Correction Priorities). Based on Contractor's proposed solution and/or workaround(s) for the Deficiency, County may reevaluate and escalate or downgrade the Priority Level of the Deficiency pursuant to Section 5.2.3 (Priority Level Adjustment).

5.2 RESOLUTION OF DEFICIENCIES

5.2.1 PROBLEM CORRECTION PRIORITIES

County shall assign the Priority Level to each Deficiency reported by County to Contractor's Customer Support. Contractor shall assign Priority Levels to Deficiencies discovered by its own problem monitoring system. Following report of a Deficiency from County, Contractor shall respond back to County within the prescribed "Response Timeframe" specified below and resolve each such Deficiency within the specified "Resolution Time". Resolution Time for correction of Deficiencies shall start tolling when County first notifies Contractor of a Deficiency by telephone or otherwise as specified herein, including Contractor's Customer Support, and shall end when County determines that the Deficiency has been resolved.

PRIORITY LEVEL	DESCRIPTION OF DEFICIENCY	RESPONSE TIMEFRAME	RESOLUTION TIME
1 - Critical	System is down, practically down (e.g., Response Time is at or over four (4) times the agreed upon Response Time Baseline) or does not function at all, as determined by County. There is no way to circumvent the problem; a significant number of County users are affected. A production business system is inoperable.	One (1) Business Hour	One (1) Business Day
2 – Severe	A component of the Solution is not performing in accordance with the Specifications (e.g., Response Time is at two (2) or three (3) times the agreed upon Response Time Baseline), creating significant County business impact, or its core functionality is not available, as determined by County.	Four (4) Business Hours	Two (2) Business Days
3 – Moderate	A component of the Solution is not performing in accordance with the Specifications; there are unexpected results, moderate or minor operational impact, as determined by County.	One (1) Business Day	Two (2) weeks
4 – Low	This is a low impact problem and is not significant to operations or is related to education (e.g., general "how to" and informational Solution Software questions, Documentation requests, understanding of reports or general "how to" create reports), as determined by County.	Two (2) Business Days	Next Version Release or 6 months unless otherwise agreed to by County and Contractor

5.2.2 PROBLEM RESOLUTION PROCESS

For any Deficiency reported by County or discovered by Contractor, Contractor shall immediately commence corrective action. Contractor shall correct all Deficiencies within the Resolution Times specified above. Contractor shall also immediately commence to develop a workaround or a fix for any Priority Level 1 or Priority Level 2 Deficiency. County and Contractor shall agree on the Deficiency resolution, whether by a permanent solution or a workaround.

Contractor shall provide the best level of effort to correct all Deficiencies and, in particular, Deficiencies with Priority Level 1 through Priority Level 3. In the event that Contractor fails to correct a Deficiency within the prescribed Resolution Time, Contractor shall provide County with a written or electronic report that includes a detailed explanation of the status of such Deficiency, preliminary actions taken, detailed mitigation plans and an estimated time for completing the correction of such Deficiency. This process will be repeated until the Deficiency is resolved and the resolution is approved by County's Project Manager. The parties will jointly cooperate during this period of time.

5.2.3 PRIORITY LEVEL ADJUSTMENT

County may escalate or downgrade a Priority Level of a Deficiency if the Deficiency meets the definition of the Priority Level as escalated or downgraded. A Deficiency may also be mutually escalated by County if the Deficiency persists or re-occurs, as determined by County's Project Manager. At the time the Deficiency is escalated or downgraded, an appropriate timeline will be applied for resolution of such Deficiency in accordance with Section 5.2.1 (Problem Correction Priorities). Contractor may request a special exception to the above timeline where there are extenuating circumstances, with the decision for extension made at the discretion of County's Project Manager.

If a workaround may be provided by Contractor for a Deficiency, County and Contractor may agree to downgrade the Priority Level of such Deficiency until an agreed upon date. If a permanent fix is not provided by such agreed upon date, County will be able to escalate the Priority Level back to the Original Priority Level or higher, as provided herein.

6. WARRANTIES**6.1 GENERAL WARRANTIES**

Contractor represents, warrants, covenants and agrees that throughout the term of this Agreement:

1. Contractor shall comply with the description and representations (including, but not limited to, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements applicable to professional software design meeting industry standards) set forth in this Agreement, including Exhibit A (Statement of Work) with all attachments thereto including Attachment A.1 (System Requirements), and this Exhibit D.
2. All System components shall interface and be compatible with each other; and the System components, when taken together, shall be capable of delivering all of the functionality as set forth in this Agreement.
3. Unless specified otherwise herein, the Solution shall be free from any and all material Deficiencies.

4. The System Maintenance service levels shall not degrade during the term of the Agreement.
5. Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the System or any component through any device, method or means including, without limitation, the use of any “virus”, “lockup”, “time bomb”, or “key lock”, “worm”, “back door” or “Trojan Horse” device or program, or any disabling code, which has the potential or capability of compromising the security of County’s confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the System or any component to County or any User or which could alter, destroy, or inhibit the use of the System or any component, or the data contained therein (collectively referred to for purposes of this Exhibit D as “Disabling Device(s)”), which could block access to or prevent the use of the System or any component by County or Users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any System component provided to County under this Agreement, nor shall Contractor knowingly permit any subsequently delivered or provided System component to contain any Disabling Device.

In addition, Contractor shall prevent viruses from being incorporated or introduced into the System or updates or enhancements thereto prior to the installation onto the System and shall prevent any viruses from being incorporated or introduced in the process of Contractor’s performance of on-line support.

6.2 SYSTEM WARRANTIES

Contractor also represents, warrants, covenants and agrees that throughout the term of this Agreement:

1. All System components shall interface and be compatible with each other.
2. The Solution shall be fully compatible with the rest of the System components and any enhancements or upgrades shall be backward compatible with the County’s standard browser and operating system version operated on County workstations. (See also Exhibit 6 (County Client Workstation Specifications) to Appendix B (Statement of Work).)
3. The System, including the Solution, shall be capable of delivering all of the functionality and meeting all requirements as set forth in this Agreement, including without limitation the System Requirements and the Specifications.

6.3 SYSTEM PERFORMANCE REQUIREMENTS

Contractor represents, warrants, covenants and agrees that the System shall meet the System Performance Requirements within Contractor’s control, including but not limited to those relating to Response Time and System Availability, as further specified in this Exhibit D and Attachment A.1 (System Requirements). All System Performance Deficiencies shall be deemed at a minimum Priority Level 2 for the purpose of the correction of Deficiencies and other County remedies.

The System shall be subject to the System Performance Requirements specified below.

SYSTEM PERFORMANCE CATEGORY	SYSTEM PERFORMANCE REQUIREMENT
System Availability	Ninety-nine and one half percent (99.5%)
Response Time	Response Time Baseline(s) shall be determined in accordance with Subtask 3.1 (Establish Response Time Baseline and Method) of Exhibit A (Statement of Work)
Disaster Recovery	Pursuant to the provisions and requirements of Section 4.5 (Backup and Disaster Recovery).

The following criteria shall be applied with regards to System Performance Requirements:

1. System Availability shall be calculated as follows:

$$\text{System Availability} = (\text{Total Monthly Time} - \text{Unscheduled Downtime}) \div \text{Total Monthly Time}$$
2. Response Time shall be established using County required and Contractor supplied Response Time measurement method, which is a component of the Solution. The Response Time Baselines shall be established in accordance with Subtask 3.1 (Establish Response Time Baseline and Method) of Exhibit A (Statement of Work) and Attachment A.1 (System Requirements). Response Time Baselines shall apply to all three (3) periods of Response Time measurement: Peak Period, Business Hours and Off-Business Hours.
3. Response Time measurement shall be calculated using a simple average method for each of the three (3) periods of Response Time measurement as provided below.
 - a. If the average Response Time is greater than the Response Time Baseline for any six (6) periods within a calendar month, County shall notify Contractor using the Customer Support trouble ticketing system.
 - b. Contractor shall keep County informed of the progress of the Response Time problem with the objective of providing a solution as quickly as possible.
 - c. Contractor will not responsible for performance within the Los Angeles network (LANET).
 - d. Initial Response time performance shall be measured in accordance with the methods established pursuant to Subtask 3.1 (Establish Response Time Baseline and Method) of Exhibit A (Statement of Work). County reserves the right to modify the baseline and/or methods if County determines that the Solution is restricting or delaying County's operations.

7. REMEDIES

7.1 GENERAL

Credits shall accrue for Unscheduled Downtime, including Contractor's failure to meet the System Availability requirements and/or Response Time requirements (hereinafter "Service Credit(s)"). For purposes of assessing Service Credits and this Exhibit D, "Unscheduled Downtime" shall mean the total amount of time during any calendar month, measured in minutes, during which the System has a Major Deficiency that is unresolved by Contractor, excluding Scheduled Downtime.

7.2 SERVICE CREDITS

Without limiting any other rights and remedies available to County, either pursuant to this Agreement, by law or in equity, County shall be entitled to Service Credits calculated based on the length of Unscheduled Downtime as provided below, subject to the Dispute Resolution Procedure.

Services Credits will not be assessed for Scheduled Downtime.

LENGTH OF CONTINUOUS UNSCHEDULED DOWNTIME	SERVICE CREDITS
1 to 4 hours	1 day of Service Credits equal to 1/30th of Monthly Fees
4 to 48 hours	2 days of Service Credits equal to 1/15th of Monthly Fees
48 to 96 hours	5 days of Service Credits equal to 1/6th of Monthly Fees
Each additional block of 96 hours thereafter	Additional 5 days of Service Credits equal to 1/6th of Monthly Fees

Service Credits shall be calculated separately for each applicable incident of a Deficiency and shall be added up to be assessed at the end of each month of System Maintenance. Service Credits, in any amounts, are not and shall not be construed as penalties and, when assessed, will be deducted from County's payment due to Contractor.

7.3 SYSTEM RESPONSE TIME DEFICIENCIES

A Response Time Deficiency that fits the definition of a Major Deficiency as a Priority Level 1 or Priority Level 2 shall be deemed to cause Unscheduled Downtime and shall entitle County to assess Service Credits as provided in Section 7.2 (Service Credits) above. In addition, the System shall be deemed to be experiencing Unscheduled Downtime after thirty (30) days of any Response Time Deficiency unresolved by Contractor, entitling County to assess Service Credits.

EXHIBIT D – SERVICE LEVEL AGREEMENT

SECURITY LEVEL	NETWORK CONNECTION METHODOLOGIES	SECURITY STANDARD AND/OR LEGISLATION	TYPE AND CLASSIFICATION OF INFORMATION
HIGH	A private, dedicated or point-to-point wired circuit (e.g., frame-relay, fractional T-1, ISDN, etc.) with a requirement to use some form of encryption across the circuit; AND/OR, Additionally, acceptable encryption methodologies (software/hardware) are: Virtual Private Network (VPN), Secure Sockets Layer (SSL), Secure Shell (SSH), Site-to-Site VPN, and SSL VPN. For protection beyond the circuit boundaries, additional application level security controls may also be deployed e.g.; Secure FTP or PKI.	NIST Recommended Security Controls for Federal Information Systems (Special Publication 800-53), October 2003 DRAFT. FIPS Publication 199 – Standards for Security Categorization of Federal Information and Information Systems. NIST Risk Management Guide for Information Technology Systems; section 4.4.1.2 Preventive Technical Controls (Special Publication 800-30), October 2001.	Any sensitive/confidential (e.g., Personally Identifiable Information) information that is regulated by Federal, State, or local legislation that indicates network requirements for this level of security. Information that requires stringent security and accountability may apply to, for instance, HIPAA, Welfare Institution Codes, etc. Financial transactions regardless of the volume or dollar amount. One-time transactions such as minor e-commerce transactions can have a lower and acceptable level of security, and may not need this high level of security.
MEDIUM	A private, dedicated, or point-to-point wired circuit while the data is transmitted in clear text (no use of encryption), or a VPN tunneling session over the Public Internet.	NIST Recommended Security Controls for Federal Information Systems (Special Publication 800-53), October 2003 DRAFT. FIPS Publication 199 – Standards for Security Categorization of Federal Information and Information Systems.	Any information that is proprietary, investigative and security management. Remote diagnostic or maintenance service requiring access.
LOW	Public Internet session using SSL or equivalent level of encryption. Only encryption is required, not tunneling as with VPN.	FIPS Publication 199 – Standards for Security Categorization of Federal Information and Information Systems.	Any information that is regulated by Federal, State, or local legislation that indicates minimal requirements. Financial transactions like e-commerce that are short-lived are acceptable to transmit over the Internet.

***NOTE:** "In addition to this matrix, the security of the application and its data must follow applicable County standards and policies.
Security standards for the entire data path are also required."

HOA.875730.1

COMMUNITY AND SENIOR CENTER AUTOMATION SOLUTION (CSCAS) D.1-1

MAY 2012

**COUNTY OF LOS ANGELES
AGREEMENT FOR ACCEPTABLE USE AND
CONFIDENTIALITY OF
COUNTY'S INFORMATION TECHNOLOGY ASSETS,
COMPUTERS, NETWORKS, SYSTEMS AND DATA**

As a Los Angeles County employee, contractor, vendor or other authorized user of County Information Technology (IT) assets including computers, networks, systems and data, I understand that I occupy a position of trust. I will use County IT assets for County management approved business purposes only and maintain the confidentiality of County's business and Citizen's private data. As a user of County's IT assets, I agree to the following:

1. Computer crimes: I am aware of California Penal Code 502(c) - Comprehensive Computer Data Access and Fraud Act (attached). I will immediately report any suspected computer misuse or crimes to my Management.
2. Security access controls: I will not subvert or bypass any security measure or system which has been implemented to control or restrict access to computers, networks, systems or data. I will not share my computer identification codes (log-in ID, computer access codes, account codes, ID's, etc.) or passwords.
3. Approved business purposes: I will use the County's Information Technology (IT) assets including computers, networks, systems and data for County management approved business purposes only.
4. Confidentiality: I will not access or disclose any County program code, data, information or documentation to any individual or organization unless specifically authorized to do so by the recognized information owner.
5. Computer virus and malicious code: I will not intentionally introduce any computer virus, worms or malicious code into any County computer, network, system or data. I will not disable or delete computer virus detection and eradication software on County computers, servers and other computing devices I am responsible for.
6. Offensive materials: I will not access or send any offensive materials, e.g., sexually explicit, racial, harmful or insensitive text or images, over County owned, leased or managed local or wide area networks, including the public Internet and other electronic mail systems, unless it is in the performance of my assigned job duties, e.g., law enforcement. I will report to my supervisor any offensive materials observed by me or sent to me on County systems.
7. Public Internet: I understand that the Public Internet is uncensored and contains many sites that may be considered offensive in both text and images. I will use County Internet services for approved County business purposes only, e.g., as a research tool or for electronic communication. I understand that the County's Internet services may be filtered but in my use of them I may be exposed to offensive materials. I agree to hold the County harmless should I be inadvertently exposed to such offensive materials. I understand that my Internet activities may be logged, are a public record, and are subject to audit and review by authorized individuals.
8. Electronic mail and other electronic data: I understand that County electronic mail (e-mail), and data, in either electronic or other forms, are a public record and subject to audit and review by authorized individuals. I will comply with County e-mail use policy and use proper business etiquette when communicating over e-mail systems.
9. Copyrighted materials: I will not copy any licensed software or documentation except as permitted by the license agreement.
10. Disciplinary action for non-compliance: I understand that my non-compliance with any portion of this Agreement may result in disciplinary action including my suspension, discharge, denial of service, cancellation of contracts or both civil and criminal penalties.

**CALIFORNIA PENAL CODE 502(c) -
“COMPREHENSIVE COMPUTER DATA ACCESS AND FRAUD ACT”**

Below is a section of the “Comprehensive Computer Data Access and Fraud Act” as it pertains specifically to this Agreement. California Penal Code 502(c) is incorporated in its entirety into this Agreement by reference and all provisions of Penal Code 502(c) apply. For a complete copy, consult the Code directly at website www.leginfo.ca.gov/.

502.(c) Any person who commits any of the following acts is guilty of a public offense:

- (1) Knowingly accesses and without permission alters, damages, deletes, destroys, or otherwise uses any data, computer, computer system, or computer network in order to either (A) devise or execute any scheme or artifice to defraud, deceive, or extort, or (B) wrongly control or obtain money, property, or data.
- (2) Knowingly accesses and without permission takes, copies or makes use of any data from a computer, computer system, or computer network, or takes or copies supporting documentation, whether existing or residing internal or external to a computer, computer system, or computer network.
- (3) Knowingly and without permission uses or causes to be used computer services.
- (4) Knowingly accesses and without permission adds, alters, damages, deletes, or destroys any data, computer software, or computer programs which reside or exist internal or external to a computer, computer system, or computer network.
- (5) Knowingly and without permission disrupts or causes the disruption of computer services or denies or causes the denial of computer services to an authorized user of a computer, computer system, or computer network.
- (6) Knowingly and without permission provides or assists in providing a means of accessing a computer, computer system, or computer network is in violation of this section.
- (7) Knowingly and without permission accesses or causes to be accessed any computer, computer system, or computer network.
- (8) Knowingly introduces any computer contaminant into any computer, computer system, or computer network.

I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT:

_____ Employee's Name	_____ Employee's Signature	_____ Date
_____ Manager's Name	_____ Manager's Signature	_____ Date

EXHIBIT E
ADMINISTRATION OF AGREEMENT
FOR
COMMUNITY AND SENIOR CENTER
AUTOMATION SOLUTION

EXHIBIT E

ADMINISTRATION OF AGREEMENT

1. COUNTY KEY PERSONNEL

AGREEMENT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: Otto Solozano
Title: Chief Deputy
Address: 3175 West 6th Street
Los Angeles CA, 90020
Telephone: (213) 738-2617
Facsimile: (213) 637-0088
E-Mail Address: OSolozano@css.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name: Jorge Merchan
Title: Information Systems Supervisor
Address: 3175 West 6th Street
Los Angeles CA, 90020
Telephone: (213) 738-3148
Facsimile: (213) 637-0088
E-Mail Address: JMerchan@css.lacounty.gov

DIRECTOR:

Name: Cynthia D. Banks
Title: Director
Address: 3175 West 6th Street
Los Angeles CA, 90020
Telephone: (213) 637-0798
Facsimile: (213) 380-8275
E-Mail Address: CBanks@css.lacounty.gov

EXHIBIT E
ADMINISTRATION OF AGREEMENT

2. CONTRACTOR KEY PERSONNEL

AGREEMENT NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: Chris Hamilton
Title: President
Address: PO Box 55017 #30713
Boston, MA 02205-5071
Telephone: (508) 834-4115
Facsimile: (508) 834-4135
E-Mail Address: chris@myseniorcenter.com

CONTRACTOR'S PROJECT MANAGER:

Name: Eric Andersen
Title: CTO
Address: PO Box 55017 #30713
Boston, MA 02205-5071
Telephone: (508) 834-4111
Facsimile: (508) 921-5696
E-Mail Address: eric@myseniorcenter.com

CONTRACTOR'S PROJECT EXECUTIVE:

Name: Chris Hamilton
Title: President
Address: PO Box 55017 #30713
Boston, MA
Telephone: (508) 834-4115
Facsimile: (508) 834-4135
E-Mail Address: chris@myseniorcenter.com

EXHIBIT F
CONFIDENTIALITY AND ASSIGNMENT AGREEMENT
FOR
COMMUNITY AND SENIOR CENTER
AUTOMATION SOLUTION

EXHIBIT F
CONFIDENTIALITY AND ASSIGNMENT AGREEMENT

CONTRACTOR: Xavus Solutions LLC

1. GENERAL INFORMATION

The organization identified above ("Contractor") is under contract ("Contract") to provide Work (as such term is defined in the Contract) to the County of Los Angeles ("County"). County requires each employee, agent, consultant, outsourced vendor and independent contractor of this Contractor performing Work under such Contract to understand his/her obligations with respect to the personal, proprietary and other confidential material, data or information, with which he/she will be in contact. Contractor, by executing this Confidentiality and Assignment Agreement, represents that it shall ensure each such staff member's compliance with the obligations regarding such data and information, as set forth in the Base Agreement, including this Exhibit F.

2. CONTRACTOR ACKNOWLEDGMENT

Contractor understands and agrees that all of Contractor's, or any subcontractor's, staff that will provide Work pursuant to the above-referenced Contract are Contractor's, or any subcontractor's, sole responsibility. Contractor understands and agrees that its, or any subcontractor's, staff must rely exclusively upon Contractor, or any subcontractor, for payment of salary and any and all other benefits payable by virtue of such staff's performance of Work under this Agreement.

Contractor understands and agrees that its, or any subcontractor's, employees are not employees of County for any purpose whatsoever and that such staff do not have and will not acquire any rights or benefits of any kind from County by virtue of performance of Work under the above-referenced Contract. Contractor understands and agrees that its, or any subcontractor's, staff do not have and will not acquire any rights or benefits from County pursuant to any agreement between any person or entity and County.

3. CONFIDENTIALITY

Contractor, any subcontractor, and their staff, by virtue of performing Work under the above-referenced Contract, may come in contact with (i) Confidential Information (as such term is defined in the Base Agreement to the Contract), (ii) data and information, which County has an obligation to keep confidential by applicable law or otherwise, and (iii) proprietary information belonging to other organizations doing business with County Contractor, any of its subcontractors (collectively for the purpose of this Exhibit F "Confidential Information"). By signing this Agreement, Contractor agrees that, by virtue of involvement in the Work under the Contract, it, any subcontractor, and their staff shall protect the confidentiality of all such Confidential Information pursuant to the terms of Paragraph 21 (Confidentiality and Security) of the Base Agreement and as specified below.

Contractor agrees, on behalf of itself, its subcontractors and all staff, (i) to protect from loss and hold in confidence any and all Confidential Information; (ii) not to directly or indirectly reveal, report, publish, transfer, reproduce to, or for the benefit of, any unauthorized person or otherwise disclose any Confidential Information obtained while performing Work under the above-referenced Contract; and (iii) to utilize the Confidential Information solely for the

limited purpose of providing Work pursuant to the Contract. Contractor's, or any subcontractor's, staff shall forward all requests for disclosure or copying of any such information in their possession or care to County's Project Manager under the Contract.

Contractor agrees to report to County's Project Manager under the Contract any and all violations of this Agreement, including unauthorized disclosures or copying of Confidential Information, whether accidental or intentional, and whether by Contractor's, or any subcontractor's, staff and/or by any other person, of which such staff become aware. Contractor agrees and shall ensure that its, or any subcontractor's, staff return possession of all Confidential Information to County's Project Manager under the Contract upon completion of the above-referenced Contract, or termination of employment with the Contractor, or any subcontractor, whichever occurs first.

4. ASSIGNMENT OF PROPRIETARY RIGHTS

As used in this Agreement, "Products" means any inventions, trade secrets, ideas, original works of authorship or Confidential Information conceived, developed, discovered or made in whole or in part during performance of Work relating to the Contract by any employee, agent, consultant, outsourced vendor or independent contractor of Contractor, including County Materials (as such term is defined in the Base Agreement to the Contract). All Products, while produced, shall belong exclusively to Contractor whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Products shall be deemed to be "works made for hire" under the United States Copyright Act, and Contractor shall be deemed to be the author thereof.

If and to the extent any Products are determined not to constitute "works made for hire", or if any rights in the Products do not accrue to Contractor as a work made for hire, Contractor agrees to ensure that all right, title and interest in such Products, including but not limited to all copyrights, patents, trade secret rights and other proprietary rights in or relating to the Products, are irrevocably assigned and transferred to Contractor to the maximum extent permitted by law all. Without limiting the foregoing, Contractor agrees to ensure that (i) all economic rights to the Products, including the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, import, export, transfer, convey, and otherwise exploit the Products, are assigned and transferred to Contractor; (ii) Contractor is entitled to any and all modifications, uses, publications and other exploitation of the Products without consequences; and (iii) Contractor obtains United States or foreign letters patent, copyright registrations and other proprietary rights covering inventions and original works of authorship in the Products.

Contractor agrees to execute all necessary documents and to perform all other acts in order to assign all of Contractor's right, title and interest in the Products in accordance with the Base Agreement.

SIGNED _____

DATE _____

PRINTED _____

TITLE _____

EXHIBIT G
CONTRACTOR'S EEO CERTIFICATION
FOR
COMMUNITY AND SENIOR CENTER
AUTOMATION SOLUTION

EXHIBIT G
CONTRACTOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries and holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, age or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION

- | | YES | NO |
|---|-------|-------|
| 1. Contractor has a written policy statement prohibiting discrimination in all phases of employment. | () | () |
| 2. Contractor periodically conducts a self-analysis or utilization analysis of its work force. | () | () |
| 3. Contractor has a system for determining if its employment practices are discriminatory against protected groups. | () | () |
| 4. When problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables. | () | () |

Signature

Date

Name and Title of Signer (please print)

EXHIBIT H
JURY SERVICE PROGRAM
FOR
COMMUNITY AND SENIOR CENTER
AUTOMATION SOLUTION

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if:
 - 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 - 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees’ regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor’s violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT I
SAFELY SURRENDERED BABY LAW
FOR
COMMUNITY AND SENIOR CENTER
AUTOMATION SOLUTION

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT J
REQUEST FOR PROPOSALS
FOR
COMMUNITY AND SENIOR CENTER
AUTOMATION SOLUTION

INCORPORATED BY REFERENCE

EXHIBIT K
CONTRACTOR'S PROPOSALS
FOR
COMMUNITY AND SENIOR CENTER
AUTOMATION SOLUTION

INCORPORATED BY REFERENCE

EXHIBIT L
SOURCE CODE ESCROW AGREEMENT
FOR
COMMUNITY AND SENIOR CENTER
AUTOMATION SOLUTION

INCORPORATED BY REFERENCE



RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

Office of the CIO CIO Analysis

NUMBER:

CIO 12-08

DATE:

4/4/2012

SUBJECT:

AGREEMENT WITH XAVUS SOLUTIONS LLC FOR COMMUNITY AND SENIOR CENTER AUTOMATION SOLUTION

RECOMMENDATION:

☒ Approve

☐ Approve with modification

☐ Disapprove

CONTRACT TYPE:

☒ New contract

☐ Sole Source

☐ Amendment to Contract #:

☐ Other:

CONTRACT COMPONENTS:

☒ Software

☐ Hardware

☐ Telecommunications

☒ Professional Services

SUMMARY:

Department executive sponsor: Otto Solozano, Chief Deputy

Description: Requesting authorization to execute an Agreement with Xavus Solutions LLC (Xavus) for Community and Senior Center data collection and reporting system for three (3) years with two (2) optional one-year extensions.

Contract amount: \$340,000

Funding source: Federal Older Americans Act

☐ Legislative or regulatory mandate

☒ Subvened/Grant funded: 100%

Strategic and business analysis

PROJECT GOALS AND OBJECTIVES: AUTOMATE SERVICE DELIVERY TRACKING AT ITS COMMUNITY AND SENIOR CENTERS:

The project goals are to implement an automated data collection and reporting system at the Department's Community and Senior Centers to support real-time tracking of consumers and events, standardize tracking and capture of consumer information and event tracking across all centers, and support consumer self-registration for events and services both at the centers and via the Internet.

BUSINESS DRIVERS:

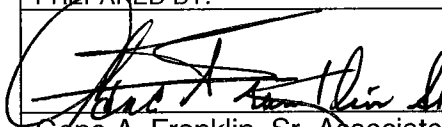
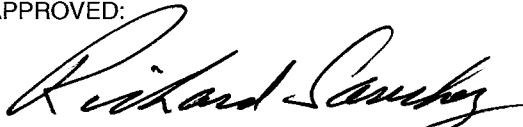
To replace antiquated, manual data collection methods with an automated solution to accurately track and report on Department services provided to consumers.

PROJECT ORGANIZATION:

CSS has a dedicated project manager and has established a steering committee led by the Chief Deputy and comprised of branch managers and center directors.

	<p>PERFORMANCE METRICS:</p> <p>The solution will enable the Department to monitor in real-time events, activities and consumer participation for any combination of a single center, multiple centers, or all centers and use this data to make more informed programmatic decisions.</p>
	<p>STRATEGIC AND BUSINESS ALIGNMENT:</p> <p>This project is aligned with the County's Performance Counts! Initiative and is consistent with the County's Strategic Plan Goal #1 - Operational Effectiveness.</p>
	<p>PROJECT APPROACH:</p> <p>This project will implement a hosted commercial-off-the-shelf (COTS) solution called "My Senior Center". The Department has identified several system enhancements and will be migrating existing consumer data (approximately 100,000 records) into the solution. The implementation will be a modified big bang approach where the system will be brought on-line in all centers at the same time, including training. Scan cards for use with the system will be distributed to consumers over a three month period. The system will collect group counts and data until the consumer scan cards are distributed.</p>
	<p>ALTERNATIVES ANALYZED:</p> <p>The alternatives considered were: (1) keeping a manual data collection system, (2) developing a custom data collection system, and (3) acquiring existing COTS solution. The manual data collection system does not produce the information needed for program planning, reporting, and claiming. A custom built solution is cost prohibitive and could not be justified when there are mature and stable solutions available in the market. The COTS solution was deemed the most cost effective with four known solutions available in the market. The "My Senior Center" solution was selected via a competitive Request for Proposals (RFP) process.</p>
<p>Technical analysis</p>	<p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p>The solution utilizes Dell touch screen kiosks and commercial bar code scanners to capture consumer information. The system has a multi-language capability (46 languages) that displays the consumer's specific language based on information embedded in their barcoded card.</p> <p>The back-end database is hosted by Windstream, a third-party provider. The data is transmitted securely via Internet using a Hypertext Transfer Protocol Secure (HTTPS) connect. The data is encrypted in the system database using Advance Encryption Standards (AES). The Agreement includes security requirements that encompass 38 areas of security that parallels the County hosting standards.</p>

Financial analysis	<p>Contract costs</p> <p>One-time costs:</p> <table> <tr> <td>Hardware</td><td>\$ N/A</td></tr> <tr> <td>Software.....</td><td>\$ N/A</td></tr> <tr> <td>Services</td><td>\$ 52,000</td></tr> </table> <p>Ongoing annual costs (for 5 years):</p> <table> <tr> <td>Hardware</td><td>\$ N/A</td></tr> <tr> <td>Software.....</td><td>\$ N/A</td></tr> <tr> <td>Services</td><td>\$ 288,000 (\$57,600 X 5 years)</td></tr> <tr> <td>Sub-total Contract Costs:</td><td>\$ 340,000</td></tr> </table> <p>Other County costs:</p> <p>One-time costs:</p> <table> <tr> <td>Hardware</td><td>\$ N/A</td></tr> <tr> <td>Software.....</td><td>\$ N/A</td></tr> <tr> <td>Services (ISD)</td><td>\$ N/A</td></tr> <tr> <td>County staff (existing).....</td><td>\$ N/A</td></tr> <tr> <td>County staff (net new).....</td><td>\$ N/A</td></tr> <tr> <td>Sub-total one-time County costs:</td><td>\$ N/A</td></tr> </table> <p>Ongoing annual costs:</p> <table> <tr> <td>Hardware</td><td>\$ N/A</td></tr> <tr> <td>Software.....</td><td>\$ N/A</td></tr> <tr> <td>Services (ISD).....</td><td>\$ N/A</td></tr> <tr> <td>Services (Contractor)</td><td>\$ N/A</td></tr> <tr> <td>County staff (existing).....</td><td>\$ N/A</td></tr> <tr> <td>County staff (net new).....</td><td>\$ N/A</td></tr> <tr> <td>Sub-total ongoing County costs:</td><td>\$ N/A</td></tr> </table> <p>Total one-time costs: \$ 52,000</p> <p>Total ongoing annual costs: \$ 288,000</p> <p><u>Note:</u></p> <ul style="list-style-type: none"> - One-time costs are for implementation and set-up costs - Ongoing costs are for annual license, hosting, and support services 	Hardware	\$ N/A	Software.....	\$ N/A	Services	\$ 52,000	Hardware	\$ N/A	Software.....	\$ N/A	Services	\$ 288,000 (\$57,600 X 5 years)	Sub-total Contract Costs:	\$ 340,000	Hardware	\$ N/A	Software.....	\$ N/A	Services (ISD)	\$ N/A	County staff (existing).....	\$ N/A	County staff (net new).....	\$ N/A	Sub-total one-time County costs:	\$ N/A	Hardware	\$ N/A	Software.....	\$ N/A	Services (ISD).....	\$ N/A	Services (Contractor)	\$ N/A	County staff (existing).....	\$ N/A	County staff (net new).....	\$ N/A	Sub-total ongoing County costs:	\$ N/A
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Risk analysis	<p>RISK MITIGATION:</p> <ol style="list-style-type: none"> 1. Project implementation issues have been migrated by CSS providing executive sponsorship, full-time project management, and defined deliverables. 2. Center staff will undergo system training to facilitate system use and adoption by consumers. 3. The Agreement includes a Service Level Agreement (SLA) with specific service credits and remedies for deficiencies. 4. The Chief Information Security Officer (CISO) reviewed the proposed Agreement and did not identify any security risks or issues. 																																								

CIO Approval	PREPARED BY:	
		04/04/2012
	Gene A. Franklin, Sr. Associate CIO	Date
	APPROVED:	
		5-1-12
	Richard Sanchez, County CIO	Date

Please contact the Office of the CIO (213.253.5600 or info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at <http://ciointranet.lacounty.gov/>